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IN THE

Supreme Court of the United States

OCTOBER TERM, 1970

No. 1184

NATIONAL LABOR RELATIONS BOARD, *Petitioner*,

v.

PLASTERERS' LOCAL UNION NO. 79, OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, AFL-CIO, et al.

No. 1231

TEXAS STATE TILE & TERRAZZO CO., INC., MARTINI TILE & TERRAZZO CO., TILE CONTRACTORS ASSOCIATION OF AMERICA, INC., *Petitioners*,

v.

PLASTERERS' LOCAL UNION NO. 79, OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, AFL-CIO, et al.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

BRIEF FOR BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, AMICUS CURIAE

INTEREST OF THE AMICUS

This brief is submitted pursuant to Rule 42(2) of the Rules of this Court in support of the position of the Respondents in these cases, urging affirmance of the decision by the United States Court of Appeals for the District of Columbia Circuit. The written consent of all parties to these cases for the filing of this brief has been secured.

These cases arise out of a jurisdictional dispute between Plasterers' Local Union No. 79 and Tile Setters Local Union No. 20 which are affiliated with the Operative Plasterers and Cement Masons International Association (Plasterers) and the Bricklayers, Masons and Plasterers' International Union of America (Bricklayers), respectively. The Building and Construction Trades Department, AFL-CIO (hereinafter, "Department") was established in 1908 and is composed of the seventeen National and International Union affiliates of the AFL-CIO which represent employees in the building and construction industry, including the Plasterers and Bricklayers International Unions, and the Laborers' International Union of North America which has filed a brief, *amicus curiae,* in this Court. (The seventeen affiliates of the Department are listed in Appendix A hereto.) The Department's affiliates represent more than three million employees in the industry. Among the Department's "objects and principles," as stated in Article II of its Constitution, are the following:

> "(6) To secure the adjustment of trade and jurisdictional disputes in the building and construction trades industry along practical lines as they may arise from time to time; and such decisions to be final and binding on all affiliated National and International Unions and their affiliated Local Unions.
>
> • • •
>
> "(8) To promote industrial peace and develop a more harmonious feeling between employers and employees.
>
> • • •

"(10) . . . to protect and advance the interests of the building and construction trades industry.

* * * *

"(11) To engage in . . . legal . . . activities appropriate for the advancement of the interests of affiliated unions and their members in the building and construction industry."

Jurisdictional disputes between building trades unions have long been a major problem in the construction industry, affecting unions and the employees they represent, employers and the public. In 1948, the Department duly adopted the "Plan for Settling Jurisdictional Disputes Nationally and Locally" (hereinafter, "Plan") as the method by which jurisdictional disputes between or among its affiliated National and International Unions or their affiliated local unions should be resolved. The Plan, as revised, continues in effect today. But its effectiveness, which is essential to the maintenance of industrial peace in the building and construction industry, has long been threatened by the position of the NLRB in its interpretation of Section 10(k) of the Act. It is the Department's considered belief that the decision by the court below, if affirmed by this Court, will strengthen the Plan and thus help to stabilize labor relations in the building and construction industry.[1]

SUMMARY

This brief discusses the operations of the Plan for Settling Jurisdictional Disputes Nationally and Locally and administrative considerations in connection therewith. The legal arguments for the entire labor movement, in-

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[1] This brief is filed in accordance with the resolution adopted in November, 1968 by the Executive Council of the Department, which is the governing body of the Department between Conventions (Department Constitution, Art. VII, Sec. 2). This resolution was approved by the Convention of the Department in September, 1969. (Report of Proceedings of the Fifty-Fifth Convention of the Building and Construction Trades Department, AFL-CIO (1969), pp. 92, 296-298.)

cluding the Building and Construction Trades Department, AFL-CIO, are presented in the brief, *amicus curiae,* filed by the AFL-CIO in support of the decision by the court below.

The Plan, which was established in 1948, is binding on all seventeen affiliates of the Building and Construction Trades Department and through them on three million organized building and construction tradesmen. The Plan is operative as between unions regardless of whether or not the employer in question is stipulated to the Plan. It serves as a tripartite arbitration award mechanism binding on the employer, when the employer is stipulated to the Plan.

All three tribunals which are part of this Plan, i.e., the National Joint Board, the Appeals Board and the Hearings Panels, are established on a tripartite basis: public, labor and industry members. The procedure has been recognized by the National Labor Relations Board as a method for voluntary adjustment under Section 10(k) of the Act.

The Plan has resulted in the elimination of many work stoppages and other impediments to job progress by preventing jurisdictional disputes from arising and, where they do arise, by deciding them in short order. The average length of time for such decision is two weeks. In contrast, the median time for decision by the NLRB under Section 10(k) in fiscal year 1970 was 230 days.

A continued threat to the effectiveness of this mechanism which has served the industry for more than twenty-three years is the competitive aspect of the NLRB as a tribunal available for forum shoppers. This results from the NLRB's interpretation of the term "parties to the dispute" in Section 10(k) (rejected by the court below) as authorizing a governmental determination of the jurisdictional dispute when the employer is not stipulated to the Plan.

DESCRIPTION OF THE "PLAN FOR SETTLING JURISDICTIONAL DISPUTES NATIONALLY AND LOCALLY"

Historical Development

Beginning with the formation in 1897 of the National Building Trades Council, the forerunner to the present Building and Construction Trades Department of the AFL-CIO, many attempts were made within the structure of the building trades unions to settle privately jurisdictional disputes.[2] In 1919, the National Board for Jurisdictional Awards was established by the Department. This was the first national joint body composed of representatives of construction unions and employer groups.[3] After this Board failed, several other methods were later tried including a Referee System with referees chosen variously from management or labor.[4] As the Supreme Court stated in *NLRB v. Radio and Television Broadcast Engineers Union* ("CBS"), 364 U.S. 573, 580 (1961), "Each of these efforts [in the construction and other industries] had helped some but none had achieved complete success. The result was a continuing and widely expressed dissatisfaction with jurisdictional disputes."

Prior to the passage of the Labor Management Relations Act in 1947, the Department commenced negotiations to establish new private machinery for the settlement of jurisdictional disputes in the building and construction industry. The "Plan for Settling Jurisdictional Disputes Nationally and Locally" became effective on May 1, 1948.

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[2] See Dunlop, *"Jurisdictional Disputes,"* NYU 2d Annual Conference on Labor 477, 494 (1969); Haber and Levinson, *Labor Relations and Productivity in the Building Trades*, 234 (1960); Rains, *"Jurisdictional-Dispute Settlements in the Building Trades,"* 8 Lab. L. J. 385 (1957); Kenneth T. Strand, *Jurisdictional Disputes in Construction: The Causes, the Joint Board, and the NLRB*, 61 (1961) (hereinafter, *Strand*).

[3] *Strand, supra* note 1, at 64.

[4] *Id.* at 67, 68. See also Dunlop, *supra* note 1, at 494-95.

(Report of Proceedings of the Forty-First Annual Convention of the Building and Construction Trades Department, AFL (1948), p. 117.) It was an agreement at two levels. First, it was the procedure adopted by the Department on behalf of its affiliated National and International Unions by which jurisdictional disputes between or among them or their affiliated local unions should be resolved. Second, it was an agreement among the Department, the Associated General Contractors of America, and seven national specialty contractors associations.

The Plan was included in the Constitution of the Department, in 1948, as Section 37. (Report of Proceedings of the Forty-First Annual Convention of the Building and Construction Trades Department, AFL (1948), pp. 15-19.)

In 1955, Section 37 of the Department Constitution was amended to read as follows:

> "Such Plan for the Settlement of Jurisdictional Disputes recognized by the Building and Construction Trades Department shall be recognized by and binding on all affiliates."

(Report of Proceedings of the Forty-Eighth Annual Convention of the Building and Construction Trades Department, AFL (1955), pp. 21, 191-194.)

Since 1957, when a new Department Constitution was adopted (Report of Proceedings of the Special Convention of the Building and Construction Trades Department, AFL-CIO (1957), pp. 42-55), Article X of the Department Constitution has provided:

> "All jurisdictional disputes between or among affiliated National and International Unions and their affiliated Local Unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department, or any other plan or method of procedure adopted in the future by the Department for the settlement of jurisdictional disputes. Said present plan or any other plan adopted in the future shall be recognized as final

and binding upon the Department and upon all affiliated National or International Unions and their affiliated Local Unions."

The Plan has been reviewed and revised from time to time since its inception in 1948 and, with some change in sponsoring employer organizations, has been functioning during the past twenty-three years in the prevention and settlement of jurisdictional disputes in the building and construction industry.[5]

The Plan is contained in a book commonly and hereafter referred to as the "Green Book," published by the Department. The Procedural Rules and Regulations ("Regulations") implementing the Plan are contained in a book commonly and hereinafter referred to as the "Blue Book." These books are attached hereto in Appendices B and C, respectively.

The Current Plan—General Statement

The current agreement, which became effective April 3, 1970, was signed by the Department, and by the "Participating Contractors Employers' Associations" (PCEA) comprising thirteen national associations of employers whose membership consists of more than 25,000 contractors in the building and construction industry. (These thirteen associations are listed in Appendix A hereto.) The signing of the agreement was witnessed by then-Secretary of Labor George P. Shultz. (Green Book, p. 14).[6]

The Plan provides for three different decision-making

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[5] At the time of the briefing and oral argument before the Court of Appeals in the instant case, the Plan then in effect had been approved by the General Presidents of the Department's National and International Unions on January 13, 1965, and signed by representatives of the participating organizations at the White House on February 2, 1965. That revised Plan became effective April 1, 1965.

[6] The Secretary of Labor issued the following Statement following the signing ceremony (USDL 11-150, April 7, 1970):

"In establishing the Construction Industry Collective Bargaining Commission last year, President Nixon expressed this Adminis-

bodies: (1) The National Joint Board for the Settlement of Jurisdictional Disputes ("Joint Board"), created at the outset in 1948, to consider particular disputes arising on specific jobs and to render job decisions applicable to the particular job (or, in some situations, more broadly applicable to a locality); (2) the Appeals Board, created in 1965, to consider appeals from job decisions of the National Joint Board; and (3) *ad hoc* Hearings Panels, provided for from the outset of the Plan in 1948, to make decisions involving repetitive disputes, on a national basis. This machinery also operates at each level to encourage the voluntary settlement of jurisdictional disputes by direct negotiations and mediation.

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tration's deep commitment to the institution of free collective bargaining.

"For this institution 'to survive and prosper,' he said, 'the parties must assume the full share of their responsibility to the industry and to the Nation.'

"Today, I am gratified to participate in an occasion that symbolizes this assumption of private responsibility by labor and management in the Nation's vital building and construction industry.

"The Building and Construction Trades Department, AFL-CIO, and the participating contractors employers' associations have signed an important agreement that provides more effective procedures for settling jurisdictional disputes locally and nationally.

"By not only continuing but revitalizing the 22-year-old National Joint Board, the parties have strengthened the construction industry's machinery for dealing with these troublesome and costly disputes.

"Significantly, the agreement broadens Board representation by various segments of the industry, provides procedures for handling the most serious and recurring disputes and specifically considers consumer interests along with the interests of workers and employers.

"The National Joint Board—established just after World War II—functions as the building and construction industry's response to the type of private, voluntary solutions to jurisdictional disputes sought by the Congress when it enacted the Taft-Hartley Act.

"In January, the Construction Industry Collective Bargaining Commission, with members representing labor, management and the public, endorsed the development of private, dispute-settling procedures by the parties themselves. This agreement dealing with jurisdictional disputes—the product of hard and long negotiations—embodies just that kind of healthy, private action."

The Plan is structured whereby the members of each of these three bodies are appointed by the signatories from their affiliated Unions and employer associations in a manner so as to provide maximum and fair representation to the interests of each of these groups. (See the discussion, *infra* at 16-21 regarding the operational features of the Plan.)

Contrary to the statements in Laborers' Union's brief (pp. 25-27), the Secretary of Labor's statement (*supra* n. 6) correctly reflects the fact that the Unions and employer associations affiliated with the signatories to the current Plan bring to it a broader representation of the building and construction industry than previously has been the case.

Unlike many other industries, the building and construction industry is a multi-employer industry with thousands of contractors and many trade associations to which they belong. The fact that some of these associations have failed or refused to join in signing the Plan or that certain of these associations, such as the Associated General Contractors (AGC), have withdrawn their previous signatures to the Plan (see Laborers' brief, p. 23), by no means renders the current signatories unable to represent the interests of employers in every segment of the industry.[7]

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[7] Some of the thirteen associations comprising the PCEA have bound their contractor members to the Plan by stipulation to this effect. Others have not bound their members to the Plan. In this latter category, an employer is bound to the Plan only if he makes an individual stipulation to this effect (Green Book, Art. III, Sec. 7, p. 10). Many contractors, both members and non-members of the associations affiliated with PCEA, have signed such stipulations.

Insofar as AGC is concerned, it has a very large contingent of non-union contractor members. AGC was one of the original signatories to the Plan in 1948, but withdrew as a signatory in September, 1969. AGC was never empowered to stipulate its members to the Plan. Before AGC's withdrawal, many of its members signed stipulations to be bound to the Plan. Despite the formal withdrawal from the Plan by AGC, many of its members remain individually stipulated to the Plan. Many of these are also members of the associations which currently comprise the general contractor segment of the PCEA.

Of the thirteen organizations which comprise the PCEA, eight are national associations of mechanical and specialty contractors, and five are national associations of contractors who employ primarily members of the basic trades—bricklayers (including masons), carpenters (including millwrights), iron workers, laborers, operating engineers and teamsters. These latter five organizations are the National Constructors Association (NCA), and four associations which comprise the National Council of Erectors and Riggers (NCER) to wit, National Erector Association (NEA); Crane and Rigging Division of Heavy Specialized Carriers Conference; National Association of Reinforcing Steel Contractors; and National Association of Miscellaneous, Ornamental and Architectural Products Contractors.

The NCA consists of thirty-four of the largest general contractors in the world (e.g., Bechtel Corp.; Day & Zimmerman, Inc.; Dravo Corp., Engineering Construction Division; Ebasco Services, Inc.; Kaiser Engineers; Koppers Co., Inc., Engineering & Construction Division; Stone & Webster Engineering Corp.). Many of the members of the NCA were formerly members of AGC before AGC withdrew from the Plan and remain members of AGC. NCA members specialize in heavy industrial building construction (e.g., oil refineries, steel mills), although some of its members (e.g., Dravo Corp.) are also engaged in the so-called "heavy" branch of the industry.[8] More than any

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In addition, AGC members subcontract a large portion of their contracts to subcontractors who are members of the eight national mechanical and specialty associations included in the PCEA. These facts show that a very large portion of the annual construction volume referred to in the motion of AGC (p. 2) is performed by employers who are stipulated to the current Plan. And, it should be noted, that, insofar as the volume of *employment* is concerned, the bulk of organized employees in the industry are employed by the contractors represented by the PCEA.

[8] The term "heavy" construction is used by some in the industry to refer to the construction of such projects as dams, levees and bridges. The former director of labor relations of Dravo Corp., G. T. Leonard, is a current member of the Joint Board.

other group of employers, many NCA members are general contractors in the traditional sense of the term, i.e., contract directly with the owner of the project, assume responsibility for the entire job and perform all or most of the construction work with its own employees. Indeed, NCA members are usually responsible to the owner for the design and engineering, as well as the construction, of the projects.[9] NCA members employ approximately fourteen of the trades, including all of the basic trades in substantial numbers.[10] Thus, NCA probably has a more broadly based outlook as to all phases of the building and construction industry—including questions involving inter-union jurisdiction—than any other employer group.

The four associations constituting the National Council of Erectors and Riggers perform industrial, commercial and commercial-residential building work as well as so-called "heavy" work, and primarily employ members of the six basic trades. One of these associations, the NEA, is composed of 130 contractors among which are the biggest steel erectors in the world (e.g., United States Steel Corp., American Bridge Division; Bethlehem Steel Corp.; Kaiser Steel Fabricating Division; The Ingalls Iron Works Co., Construction Division). The work engaged in by such members includes building and marine steel erection and the building of overpasses and bridges on the nation's highway systems. NEA members employ iron workers, operating engineers and laborers; indeed, approximately 40 percent of all organized iron workers in the country are employed by NEA members. Many NEA members were

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[9] Thus, Laborers' Union's attempt to designate NCA contractors as specialty contractors is contradicted by its own statement (brief, p. 20) that " 'specialty contractors' invariably perform work pursuant to a subcontract received from a general contractor." As indicated above, NCA members contract directly with the owners of the projects.

[10] The reference in Laborers' Union's brief (p. 26 n. 35) to 1942-1952 average annual employment figures is, of course, completely outdated.

members of AGC before AGC withdrew from the Plan and remain members of AGC.[11]

Operation of the Plan Regardless of Whether the Particular Employer Affected By the Dispute Is Bound Thereto

As correctly noted by the court below (A. 370 n. 10), the machinery of the Plan is operative regardless of whether or not the particular employer affected by the jurisdictional dispute (i.e., the employer assigning the disputed work) has agreed to be bound to the Plan or to exercise his rights of participation which the Plan affords.[12] Thus, the original Plan provided:

> "It shall be the duty of the Joint Board to consider and decide all cases of jurisdictional disputes in the building and construction industry, which are referred to it *by any of the international unions involved in the dispute; or* an employer directly affected by the dispute on the work in which he is engaged; *or* by a participating organization representing such employer." (Emphasis added.)

Similarly, Article II, Section 4 of the current Plan provides:

> "It shall be the duty of the Joint Board to consider and decide cases of jurisdictional disputes in the building and construction industry, which disputes are referred to it by *any of the International Unions involved in the dispute,* or an employer directly affected by the dispute on the work in which he is engaged or

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[11] The factual information in note 7 *supra* and in the three foregoing paragraphs has been supplied by the Chairman of the Joint Board and the Secretary of the PCEA.

[12] The references in the opposing briefs to the Plan's provisions regarding the binding to the Plan of stipulated contractors have no bearing on the Joint Board's jurisdiction or on the legal issue presented in this case. Rather, they simply make it clear that, as a matter of contract-arbitration law, a non-stipulated employer is not subject to the requirements imposed by the Plan and cannot be judicially compelled to abide by decisions rendered thereunder. See also *supra* n. 7.

by a participating organization representing such employer." (Emphasis added.) [18]

That the Joint Board has asserted jurisdiction and rendered decisions regardless of whether or not affected employers have agreed to be bound to the Plan is reflected in many decisions which have been rendered by the NLRB since 1948 under Section 10(k) of the Act indicating that the National Joint Board had accepted jurisdiction under the Plan notwithstanding the lack of stipulation by the contractor. E.g. *United Brotherhood of Carpenters, etc., Local 581 (Ora Collard)*, 98 NLRB 346, 348-349 (1952); *Local 173, Wood, Wire and Metal Lathers' International Union AFL-CIO (Newark and Essex Plastering Co.)*, 121 NLRB 1094, 1103-1104 (1958); *Millwrights Local 1102, United Brotherhood of Carpenters (General Riggers and Erectors, Inc.)*, 127 NLRB 26, 29 (1960); *International Union of Operating Engineers, Local 66 (Frank P. Badolato & Son)*, 135 NLRB 1392, 1395-1396 (1962); *Carpenters District Council of St. Louis and Bricklayers Local No. 1 (Gorman Bricklaying Co.)*, 146 NLRB 989, 992 n. 6 (1964).

Obligations Imposed Upon Affiliated Building and Construction Trades Unions

1. As noted *supra* at 6, since 1955, the Constitution of the Department has made the Plan binding on all affili-

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[18] Laborers' Union's brief (p. 10 n. 9) omits from its quotation of this provision the phrase "any of the International Unions involved in the dispute, or".

The Regulations are consistent with the above quoted language from the Plan. They provide (p. 10), "When the Joint Board has received a protest of work assignment from *an International Union* or a request for a job decision from a contractor, it shall proceed to make a job decision as outlined below." (Emphasis added.) The quotations in the *amici* briefs of Laborers' Union (p. 12) and of AGC, etc. (p. 11 n. 7) of the provision in the Blue Book specifying those to whom the regulations apply omits the subsequent paragraph of that provision (Blue Book, p. 2; A. 344): "(b) All unions affiliated with the Building and Construction Trades Department, AFL-CIO, in the building and construction industry." That provision makes the procedures in the regulations applicable to the unions on an independent basis.

ated unions of the Department;[14] and since 1957, the Constitution has required that all jurisdictional disputes between affiliated National and International Unions or their affiliated Local Unions shall be adjusted according to the Plan.[15]

2. Work Stoppages and Picketing Prohibited—Fundamental to the operations of the Plan are the provisions dealing with work stoppages and picketing. The Plan states: "Pending a decision by the [Joint] Board or such settlement as may be arrived at through the office of the Chairman of the Joint Board, there shall be no stoppage of work rising out of any jurisdictional dispute. . . . Members of organization affiliated with the Building and Construction Trades Department shall continue to work on the basis of their original assignment." (Green Book, Art. VI, Sec. 1, pp. 12-13.)

The Plan goes on to provide (Sec. 2):

> "Recognizing it is in the best interests of the parties to this Agreement, the Building and Construction Trades Department, on behalf of itself and the General Presidents of each of the affiliated National and International Unions, reaffirms their desire to eliminate work stoppages, slowdowns and other impediments to job progress in an attempt to comply with the provisions of the Plan prohibiting jurisdictional strikes and agree to enforce these provisions by direction and action of the respective International Offices. Should work stoppages persist for more than forty-eight (48) hours following notification by the National Joint

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[14] Thus, with reference to the statements in the brief, *amicus curiae*, of Laborers' Union (p. 22), while there were withdrawals from the Plan by certain affiliated unions prior to 1955, since that time all affiliated unions have been bound to the Plan. This is not to say that there has been uniform compliance by all affiliates with each of the specific obligations imposed by the Plan.

[15] The Regulations similarly provide: "When a contractor has made a specific work assignment, all unions shall remain at work and process any complaint over a jurisdictional dispute in accordance with the procedures herein established by the Joint Board." (Blue Book, p. 6.)

Board (Saturdays, Sundays and legal holidays excluded), the parties hereto agree that the contractor shall be free to pursue methods of settlement other than the Joint Board established hereunder."

The Regulations specifically provide:

"When the Joint Board has received from a contractor or from an International Union notice of a jurisdictional work stoppage, the Chairman of the Joint Board shall notify the General President of the Union (or Unions) engaged in the work stoppage and shall instruct the General President to direct the members on strike to return to work and to perform their assigned work, and to keep work in continuous operation pending a settlement of the dispute." (Blue Book, p. 9.)

When an International Union requests a job decision and its members remain off the job or hold up disputed work, processing for Joint Board decisions does not start until the International Union has returned its members to work. When a union remains off the job or establishes a picket line forcing a contractor to refer a jurisdictional dispute, and the Joint Board decides that the work in dispute is properly the work of the striking or picketing trade, the effective date of the Joint Board decision is delayed by the number of work days the work stoppage or picket line was in effect. During the delay period, the disputed work proceeds in accordance with the contractor's original assignment. (Blue Book, p. 12.)

3. The Plan provides:

"It shall be a violation of this agreement for any *Local Union, International Union,* employer or employers' association to enter into any agreement, resolution or stipulation that attempts to establish any jurisdiction which deviates from the spirit and intent of the Agreement and Procedural Rules of the Joint Board Plan.

"When the Joint Board receives a protest of an alleged violation from an international union, an em-

ployer or an employers' association, it shall proceed to make a decision and to determine the action which should be taken to correct the violation consistent with the applicable legal obligations of the parties.

"Failure by the Parties to accede to the decision of the Joint Board under this paragraph shall be treated in the same manner as noncompliance with a job decision." (Emphasis added.) (Green Book, Art. III, Sec. 9, p. 11.)

4. The Plan provides:

"The Building and Construction Trades Department and all International Unions affiliated with the Building and Construction Trades Department shall, in accordance with their constitutional powers, request each of the Building and Construction Trades Councils, District Councils and Local Unions, respectively:

"(a) To secure written assent or stipulation to the 'Plan for Settling Jurisdictional Disputes Nationally and Locally' by all Employers in signed agreement with said International Union, Council and/or Local Union except for such employers who are stipulated to the Plan by the action of the employers' association of which they are members; or

"(b) To proceed at earliest opportunity to negotiate National Joint Board stipulation into all agreements with each employer whose employees are represented by such District Council or Local Union." (Green Book, Art. V, Sec. 1, p. 12.)

5. The Regulations provide that, "The affected *Unions* and contractors shall promptly comply with each job decision of the Joint Board." (Emphasis added.) (Blue Book, p. 14.) This includes the obligation by Unions to disclaim work which employers—stipulated or non-stipulated—offer to employees contrary to a decision under the Plan.

The Joint Board, Appeals Board and Hearings Panels

The Joint Board—The brief, *amicus curiae,* of the Laborers' Union (p. 27) contends "that while the Joint Board purports to be structured to provide equal represen-

tation for all segments of the industry, there are, in fact, no employers on the Joint Board whose voice or vote represents the interests of the general contractor and his laborer-employees."

Contrary to the position of Laborers, the National Labor Relations Board has not taken the position that the membership of the Joint Board is unrepresentative of the general contracting branch of the industry, as is apparent from the fact that it defers to the Plan and does not conduct a Section 10(k) hearing in cases where the affected employer is stipulated to the Plan. It is the same Joint Board which issues decisions in cases where such employer is not stipulated. If the machinery is adequately representative in the former, it is similarly representative in cases where the employer is not stipulated.

Moreover, Laborers' statement that no employers on the Joint Board represent "the interests of the general contractor *and his laborer-employees*" (emphasis added) forgets the fact that the interests of these employees, and employees from all of the basic trades, are represented by the *unions* through their labor representatives on the Joint Board.

The Joint Board consists of an impartial chairman,[16] four regular and four alternate labor members appointed by the Executive Council of the Department, and four regular and four alternate employer members who are representatives of and selected by the Participating Contractors Employers' Associations. As far as the labor members are concerned, the Plan requires that two each of the regulars and the alternates must be appointed from among the basic trades (with a similar distribution to be appoint-

[16] The Chairman is selected by the Joint Negotiating Committee which is the bargaining group delegated by the signatories to the Plan and which meets on a regular basis to review and draft proposed revisions to the Plan and to approve or reject regulations promulgated by the Joint Board and Appeals Board. (Green Book, Art. II, Secs. 1, 5.)

ed from among the specialty trades). (Green Book, Art. II, Sec. 1, pp. 1-2.) Employees in the basic trades are represented on the current Joint Board by officials of Unions which include the Operating Engineers, Bricklayers and Plasterers (who represent cement masons).

Even insofar as the representation on the Joint Board of the interests of general contractors are concerned, Laborers' brief is incorrect. Half of the employer members on the Joint Board are from the NCA and the NCER (see discussion *supra* at 10-12).

When a dispute is submitted to the Joint Board by an International Union, notice is given by the Joint Board to the affected employer, and he is requested to furnish a full description of the disputed work. (Blue Book, p. 12.) International Unions whose affiliates are engaged in the dispute are provided an opportunity to state in writing to the Joint Board the basis for their respective claims. (Blue Book, pp. 10, 11.) No member of the Joint Board may participate in any case where the trade union or employer of which he is an officer or representative is involved in the dispute. (Green Book, Art. II, Sec. 1, pp. 1-2.) *Any* affiliated International Union and any stipulated employer national association, which does not have direct representation on the Joint Board hearing a specific case, may be represented and participate in the Joint Board's discussion of such case. (Green Book, Art. III, Sec. 1(e), p. 7; Blue Book, p. 17.)

Any affected International Union or contractor has the right to a reconsideration of a Joint Board decision by the submission of additional written evidence or by oral hearing, provided that the decision has been accepted and put into effect by the affected parties and remains in continuous effect until reconsideration is had. The Unions and, in cases where the request for reconsideration is made by an affected employer, the employer, are given the opportunity to present written evidence or be heard and present wit-

nesses. A request for reconsideration must be submitted within ten working days after the original decision. (Blue Book, pp. 14-15.)

The Joint Board may, at its discretion, hold oral hearings on repetitive disputes for the purpose of rendering a decision applying in a locality as opposed to the usual decision limited to the specific job. The Joint Board will consider cases for the application of this special procedure made by an International Union, a signatory national association or a stipulated local contractors association. (Blue Book, pp. 18-19.)

In addition to the functions described above, the Joint Board may at its discretion and after a conference between contesting unions refer a repetitive dispute to the Impartial Umpire for mediation and the establishment of a Hearings Panel and a national decision. (Green Book, Art. III, Sec. 5, p. 9.)

The Appeals Board—The Appeals Board consists of an Impartial Umpire appointed by the Joint Negotiating Committee, two regular and two alternate labor members appointed by the Executive Council of the Department who must be either General Presidents of affiliated International Unions or elected general officers of such Unions designated by such Presidents, and two regular and two alternate employer members appointed by the Participating Contractors Employers Associations. As with the Joint Board, one-half of the labor members of the Appeals Board must be from the basic trades and the other half from the specialty trades. (Green Book, Art. II, Sec. 2, p. 4.)

The functions of the Appeals Board lie in two areas: to decide appeals from decisions of the Joint Board and to consider requests for the referral of disputes to a hearings panel for decision on a national basis.

With respect to the first function, the Plan provides in pertinent part: "The Appeals Board is empowered to

review and decide any appeal from a decision or ruling of the National Joint Board . . . and such decision of the Appeals Board shall be final. The jurisdiction of the Appeals Board shall be discretionary. . . .'' (Green Book, Art. II, Sec. 5, p. 6.) A request to consider an appeal may be filed with the Appeals Board by (a) any of the International Unions involved in the dispute; (b) employers involved or directly affected by the dispute; or (c) national contractor associations with members involved or directly affected by the dispute. (Blue Book, p. 26.) A request to consider an appeal must be filed no later than three working days after the Joint Board's decision. The request must include a statement of the reasons for the appeal. (Blue Book, p. 26.) The request to consider an appeal from decision of the National Joint Board constitutes a stay of such decision. (Blue Book, p. 27.)

In exercising its discretion as to whether or not to accept an appeal, the Appeals Board gives consideration to such factors as the significance of the dispute, the frequency with which such disputes have arisen, the contribution a decision may make to the resolution of disputes and the improvement of relations. (Blue Book, p. 28.) The Appeals Board must ''promptly'' review and decide any request to consider appeals and, where it has decided to accept an appeal, ''promptly'' set a date for the consideration of the case. If the Appeals Board rejects the consideration of the appeal, the decision of the Joint Board shall promptly be placed into effect. The decision of the Appeals Board must be complied with at once. (Blue Book, pp. 27-29.)

With respect to the second function, the Plan provides: ''When a dispute is filed with the Appeals Board by a National or International Union, with a specific request for a decision on a national basis which would become part of the record, the Board shall review the request, and if the Board finds it is an issue not already determined on a national basis by a decision or agreement of record, it

shall refer the issue to the Impartial Umpire who, shall call a conference of the General Presidents of the Unions involved for the purpose of determining whether or not a national agreement is possible. If an agreement is concluded and properly signed by the contesting parties and attested by the Impartial Umpire, the terms and provisions of the agreement shall remain in effect as per the provisions of the Constitution of the Department. In the event that the dispute cannot be settled by agreement or is not settled by agreement at the end of six months, the Impartial Umpire shall docket the case for hearing and decision by a hearings panel. . . .'' (Green Book, Art. III, Sec. 2, p. 8.)

Hearings Panels—Such *ad hoc* panels are composed of the Impartial Umpire of the Appeals Board, two disinterested General Presidents of affiliated International Unions appointed by the Executive Council of the Department, and two disinterested contractor representatives appointed by the Participating Contractors Employers' Associations. (Green Book, Art. III, Sec. 4, p. 9.)

When a dispute reaches a hearings panel from either the Joint Board or Appeals Board, as described above, the Impartial Umpire notifies all General Presidents of affiliated International Unions and the National Participating Employers Associations, stating the controversy to be considered and that all interested persons will be permitted to intervene. Briefs are submitted and exchanged by all parties to the dispute. (Green Book, Art. III, Sec. 3, pp. 8-9.) The hearings panel must consider all pertinent evidence and render a decision if possible within ten days after the conclusion of the hearing. Decisions of the hearings panel are not appealable to the Appeals Board and must immediately be accepted and complied with by all parties to the Plan. (Green Book, Art. III, Sec. 7, p. 9.) In considering such disputes the hearings panel must ascertain whether and to what extent the disputed work opera-

tions are governed by a decision or agreement of record and must make national jurisdictional determinations of work operations not governed by decisions or agreements of record. (Green Book, Art. III, Sec. 8(d), p. 10.)

Standards For Work Jurisdiction Under the Plan

The standards established by the Plan for determining which of the contesting groups of employees has jurisdiction over particular work must be understood as much for their value in enabling affiliated unions to refrain from claiming work over which they do not have jurisdiction, and thus avoid jurisdictional disputes, as for the governing standards which will be applied by decisional tribunals under the Plan in the resolution of such disputes.

Foremost among these standards are (1) "decisions of record" issued pursuant to the Plan or predecessor jurisdictional disputes machinery in the building and construction industry, and which have resolved disputes on a nationally applicable basis; and (2) jurisdictional agreements entered into between affiliated International Unions and been approved by the Building and Construction Trades Department, and which are also applicable on a national basis. These decisions and agreements are set out in the Green Book and are indexed for ready reference. The Plan provides: "When a dispute is filed, the Joint Board shall in all cases first investigate the claims of the disputing parties to determine whether or not a disposition thereof has been made by a previous decision of record or by recorded agreement between the parties to this dispute and issue a ruling as to the decision or agreement governing in the case, and determining which one of the parties to the dispute has a rightful claim to the work under the agreement or decision of record." (Green Book, Art. III, Sec. 1(a), pp. 6-7.)

It should be emphasized that the Plan encourages the

Department's affiliated Unions to execute new nationally applicable agreements of record or, in the absence of agreement, to submit disputes for new nationally applicable decisions of record by Hearings Panels.[17] See, e.g., the provisions in Article III, Section 2 of the Plan, quoted *supra* at 20-21 in connection with the second function of the Appeals Board.[18]

In the absence of a decision or agreement of record, the Plan provides: "If the Joint Board finds that the dispute is not covered by a decision or agreement of record, it shall render a job decision, in which the Board should consider the established trade practice and prevailing practice in the locality" (Green Book, Art. III, Sec. 1(b), p. 7). The Plan goes on to provide that, "Because efficiency, cost and good management are essential to the well-being of the industry, the Joint Board should not ignore the interests

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[17] Thus, for example, on August 24, 1966, a hearings panel decision was rendered resolving an extremely repetitive dispute between Carpenters and Lathers over the installation of ceiling systems. The Panel included John T. Dunlop, then-Impartial Umpire under the Plan. Among participants in the proceeding were AGC, the National Acoustical Contractors Association, the Gypsum Drywall Contractors, as well as the unions to the dispute. The decision was unsuccessfully challenged in *Lathers v. Dunlop*, Civil Action No. 1221-66 (D. D.C. 1967), affirmed per curiam 382 F. 2d 176 (D. C. Cir. 1967), cert. denied 389 U.S. 971.

[18] A recent development further shows the continuing flexibility afforded by the Plan in its effort to eliminate the disruption of industrial peace on account of jurisdictional disputes. On February 14, 1971, the Department and the National Constructors Association—one of the Participating Contractors Employers' Associations—entered into a "Jurisdictional Agreement." Under this Agreement, jurisdictional work stoppages and picketing are prohibited. Violations of this Agreement can subject the Department's affiliated Unions to financial penalties. Employer parties to this Agreement agree to make work assignments in accordance with the Regulations under the Plan. Assignments which are "reversed" by a decision under the Plan and which subsequently are independently determined to have been made unreasonably can subject employers to financial penalties. The Agreement provides for the future voluntary participation in the Agreement by other employer associations whose members stipulate to the Plan and by individual employers signing a letter of assent to be bound by the Agreement.

of the consumer in settling jurisdictional disputes." (Green Book, Art. III, Sec. 1(f), p. 8).[19]

ACCOMPLISHMENTS OF THE PLAN[20]

The Plan remains the primary method by which work assignment disputes in the building and construction industry are determined and resolved. Because of the generally short duration of construction jobs and the necessity to complete various phases on a schedule, time is of the essence and a critical factor in the settling of work assignment disputes in this industry. The Joint Board meets weekly to decide cases. Disputes referred to the Joint Board by Tuesday of a given week are decided at the weekly Thursday meeting of the following week. There is no backlog of waiting cases. (Information obtained from the Chairman of the Joint Board.)[21] "Thus the Joint Board Plan meets the requirement for prompt action." *Strand, supra* n. 2, p. 103.[22]

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[19] Laborers' Union reference (brief, p. 24) to this criterion as "rhetorical gloss" is unwarranted and inconsistent with the Secretary of Labor's recognition (*supra* n. 6) that the Plan "specifically considers consumer interests along with the interests of workers and employers."

It may be noted that the opinion by the court below set forth the Joint Board's clarified decision in the dispute between the Plasterers and Tile-Setters containing a partial award to Tile Setters "in the interest of efficient job operation." A. 355 n. 6.

[20] *Strand, supra* n. 2, p. 99, observed in 1961: "Considered in light of the previous attempts to establish a method for the settlement of jurisdictional disputes, the Joint Board's accomplishments have been astounding."

[21] Insofar as the Plan's Appeals Board is concerned, its decision whether to consider an appeal is made within one to two weeks from the filing of the request and the determination of an appeal is made within another two to three weeks. (Information obtained from the Impartial Umpire of the Appeals Board.) The Appeals Board considers requests for appeals from approximately 19 percent of the Joint Board's decisions, and grants approximately 35 percent of such requests. A substantial number of the appeals granted are resolved by the disputing unions prior to decision by the Appeals Board. (Reports of the Appeals Board, February 1968 - February 1971.)

[22] By contrast, for the fiscal year 1968, it required a total of 172.5

In the absence of the Plan, the resulting expansion of the NLRB's jurisdictional dispute case load would substantially increase the NLRB's current backlog and postpone its determination of disputes even more. The vast preponderance of disputes which are resolved under the Plan and never become the subject of charges before the NLRB, or a Section 10(k) proceeding, is indicative of the significant accomplishments of the Plan not only in the eyes of labor but of management.

Even more indicative of the stability being promoted by the Plan are the thousands of dispute-free work assignments which are being made every day on building and construction jobs, following pre-job conferences among affected groups, by reference to the jurisdictional precedents under the Plan. As John T. Dunlop wrote in a letter to participants in the Plan, upon his resignation as Chairman of the Joint Board in 1957, "The course of a dispute in almost all job decisions, except those on novel issues, are largely predictable by lines of precedent." 40 Labor Relations Reference Manual (LRRM) 18, 21. Stipulated and non-stipulated employers alike are being guided by and are applying these precedents on a practical basis and are quiet beneficiaries of the industrial peace which they afford.[28] *Strand, supra* n. 2, p. 101 referred to the fact that

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median days from the filing of the unfair labor practice charge to the NLRB's 10(k) determination. For the fiscal year 1969, it required a total of 206.3 median days. For the fiscal year 1970, it required a total of 230.0 median days. (Information obtained from the Office of the Executive Secretary of the NLRB.)

[28] The AGC has published a book entitled "National Jurisdictional Agreements Not Printed In the Green Book" (revised September, 1963) (154 pp.) which continues to be used by AGC members throughout the country in making work assignments. The "Foreword" of this book states:

> "A basic principle of the National Joint Board Plan is that contractors who subscribe to the Plan agree to make their work assignments in accordance with certain established procedures.
>
> "The Green Book, containing the decisions and agreements of record, constitutes the official guide for work assignments. Such

"gradually, the decisions and policies of the Joint Board caused the industry to begin to rely more on precedent and compromise and less upon economic power."

Strand, *supra* n. 2, p. 101, referred to the above quoted letter by John T. Dunlop regarding the precedential values of the Plan:

> "Dunlop also cited as accomplishments the recognition that: (1) the Joint Board Plan allows jurisdiction to be determined in advance of bidding with uniform application among contractors; (2) the plan seeks to regulate competition among unions in the industry by introducing jurisdictional stability; and (3) national jurisdictional agreements are '. . . the very best way to resolve these questions.' "

DIFFICULTIES CAUSED BY NLRB INTERPRETATION OF SECTION 10(k)

The private machinery in this area, like other decisional institutions in our legal process, finds its greatest appeal in the stability it can afford. By establishing criteria for decisions, and determining cases within a uniform framework, the machinery enables unions to be able to predict the outcome of disputes and to order their objectives and programs accordingly. The results are a reduction of the number of work stoppages for such objectives, the resolution of disputes before they reach the level of formal determination, private or governmental, the permanent resolution of disputes following private determination, and greater industrial peace in general. All this is disrupted

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agreements of record have been attested by the Board and approved by the Building and Construction Trades Department.

"In addition, there are numerous other national agreements between international unions which have not yet been approved by the Department but some of which are binding on employers under the Joint Board's rules of procedure.

"In order that our membership may be as fully informed as possible regarding these agreements, the AGC, with the permission of the Chairman of the National Joint Board, has compiled these agreements in the following pages."

when the NLRB can override the private determination with a contrary determination of its own.[24]

The NLRB's interpretation of Section 10(k) encourages unions affiliated with the Department to avoid their contractual obligations under the Plan—obligations which apply regardless of whether or not an affected employer is stipulated to the Plan. These obligations include the requirement to refer jurisdictional disputes for resolution under the Plan; to refrain from engaging in a work stoppage or picketing pending such resolution; and to comply with the resolution under the Plan including a disclaimer of the work by the non-prevailing union. A union which knows, from prior decisions of the NLRB, that the NLRB will reject the private determination, when the employer is not bound to the Plan, can (1) fail to refer a dispute for determination by the private machinery and, instead, engage in a work stoppage and/or picketing, (2) subsequent to an adverse determination by the private machinery, refuse to comply with such determination and con-

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[24] The opposing briefs refer to a statement in a brief by Professor Cox (on behalf of the Joint Board) submitted to the NLRB in 1957 in *Lathers Local Union No. 2 (Acoustical Contractors Assn. of Cleveland)* 119 NLRB 1345 (1958). That case presented the question whether the Act permitted the initiation of a 8(b)(4) (D) complaint proceeding where the NLRB had previously abstained from conducting a hearing and making a determination under Section 10(k) because of the existence of an agreed upon method of voluntary adjustment. The affected employer in that case was bound to the Plan so the NLRB's interpretation of Section 10(k), at issue in the instant case, was not at issue there.

Moreover, as noted in the NLRB's brief in the instant case (p. 22 n. 14), the statement from Professor Cox's brief was made in the context of the Joint Board's concern at that time that the NLRB should abandon its pre-CBS practice of accepting the employer's work assignment unless the striking union was entitled to the work under an outstanding NLRB certification or collective bargaining agreement.

Therefore, the statement in Professor Cox's brief offers no more authoritative support for petitioners' position in the instant case than the cases cited in the dissenting opinion below (A. 387 n.2) but regarded by Judge Leventhal as not in point "for the reason that they are not cases where the Board's interpretation was challenged or where disposition turned on the resolution of this issue (A. 372 n.11)."

tinue its work stoppage and/or picketing, hoping to have a contrary determination rendered by the NLRB, or (3) prevail upon a friendly employer to continue an assignment which is contrary to such determination. In the third situation, the employer's non-commitment to the private machinery may have been preplanned to protect the union in the event of the anticipated adverse determination by the private machinery.

It may be noted that although there is a twenty-three year history of employer participation in the Plan there is no guarantee that this condition will continue. If such participation ceases, procedures authorized by the Constitution of the Department (Article X) limited to unions may provide the only private machinery to deal with the numerous jurisdictional disputes in this industry. The effectiveness of any such machinery will be severely limited by the current interpretation of the NLRB of the term "parties to such dispute" in Section 10(k) of the Act.

CONCLUSION

For the foregoing reasons, the judgment of the court below should be affirmed.

Respectfully submitted,

LOUIS SHERMAN,
ELIHU I. LEIFER,
Counsel for Building and Construction Trades Department, AFL-CIO, Amicus Curiae

August 1971

APPENDICES

APPENDIX A

MEMBERS OF THE SIGNATORIES TO THE CURRENT PLAN FOR SETTLING JURISDICTIONAL DISPUTES NATIONALLY AND LOCALLY IN THE BUILDING AND CONSTRUCTION INDUSTRY

I. Participating Contractors Employers' Associations

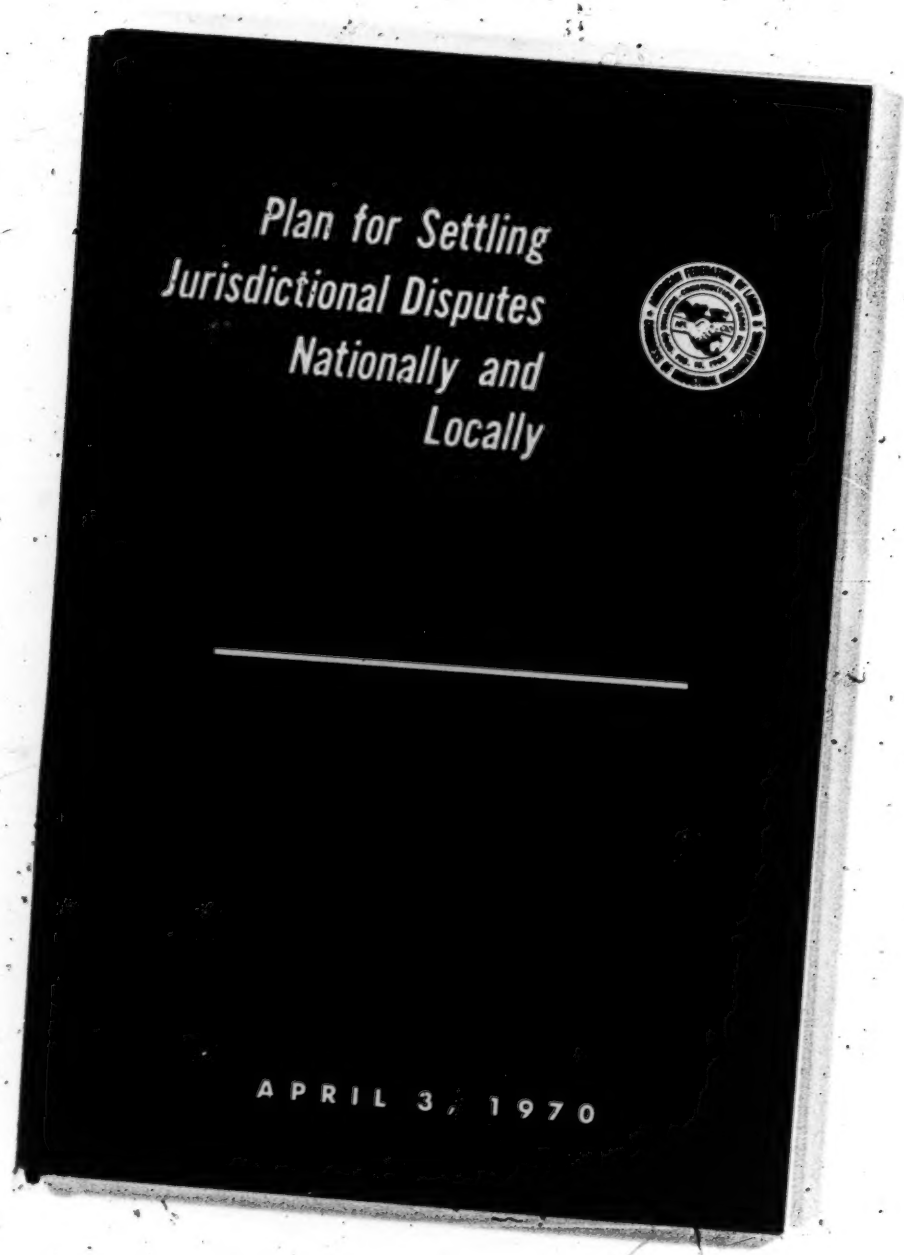
1. National Constructors Association
2. National Electrical Contractors Association
3. Mechanical Contractors Association of America, Inc.
4. National Association of Reinforcing Steel Contractors
5. National Association of Miscellaneous, Ornamental and Architectural Products Contractors
6. National Erector Association
7. Crane and Rigging Division of Heavy Specialized Carriers Conference
8. Plumbing-Heating-Cooling Contractors Association
9. Painting and Decorating Contractors of America
10. Sheet Metal and Air Conditioning Contractors National Association
11. Insulation Distributor-Contractors National Association
12. Gypsum Drywall Contractors International
13. Glazing Contractors Labor Jurisdiction Committee

II. Building and Construction Trades Department, AFL-CIO

1. International Association of Heat and Frost Insulators and Asbestos Workers

2. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
3. Bricklayers, Masons and Plasterers' International Union of America
4. United Brotherhood of Carpenters and Joiners of America
5. International Brotherhood of Electrical Workers
6. International Union of Elevator Constructors
7. International Union of Operating Engineers
8. Granite Cutters' International Association of America
9. International Association of Bridge, Structural and Ornamental Iron Workers
10. Laborers' International Union of North America
11. Wood, Wire and Metal Lathers' International Union
12. International Association of Marble, Slate and Stone Polishers, Rubbers and Sawyers, Tile Helpers and Finishers, Marble Setters Helpers, Marble Mosaic and Terrazzo Workers Helpers
13. International Brotherhood of Painters and Allied Trades
14. Operative Plasterers and Cement Masons International Association
15. United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association
16. Sheet Metal Workers' International Association
17. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

APPENDIX B


Plan for Settling
Jurisdictional Disputes
Nationally and
Locally
APRIL 3, 1970

PLAN FOR SETTLING JURISDICTIONAL DISPUTES NATIONALLY AND LOCALLY

In consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE I

Sec. 1. *Effective Date.*—This agreement, as amended, shall take effect on April 3, 1970, and shall remain in force and effect until March 31, 1971, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this agreement may be made as provided for herein.

Sec. 2. Any party signatory to this agreement desiring to change or terminate this agreement shall notify the other party in writing at least ninety (90) days prior to the 31st day of March of any year subsequent to 1971. When notice for change is given, the nature of the changes desired must be specified in the notice. This agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this agreement.

ARTICLE II

Sec. 1. *Joint Board.*—There shall be established a National Joint Board for the Settlement of Jurisdictional Disputes in the building and construction industry.

This Board shall consist of an impartial chairman, four regular and four alternate Labor Members appointed by the Executive Council of the Department. Two of each shall be appointed from among the basic trades and two each shall be ap-

pointed from among the specialty trades, and four regular and four alternate employer members, who shall be representatives of and selected by the Participating Contractors Employers' Associations.

It is understood such employer representatives shall consist solely of contractor members, officers of member contracting firms or qualified association staff members who have had experience and are actively engaged in the building and construction industry.

The regular and alternate members appointed to the Joint Board by the Executive Council of the Building and Construction Trades Department and those appointed by the Participating Contractors Employers' Associations shall each be selected from among individuals representing primary experience and knowledge in each of the following general categories in the industry: (1) industrial, (2) commercial, (3) heavy and highway, and (4) residential.

No regular or alternate member of the Joint Board shall participate in any case where the trade union or company of which he is an officer or representative is a party to the dispute. In the event that both a regular member and his alternate are disqualified from participation in a case by reason of the limitation expressed in the preceding sentence, the executive head or other designated representative of the Department or the Participating Contractors Employers' Associations shall designate an appropriate substitute member from the eligible group to participate in the decision of the case.

The full-time officers of the Department shall be available for advice and consultation but they

shall not be eligible for appointment to the Joint Board.

There shall be no proxy votes.

The Labor Members of the Board shall hold office for one (1) year and shall be appointed by the Executive Council annually at the first quarterly meeting of each year.

The joint negotiating committees representing the Building and Construction Trades Department and the Participating Contractors Employers' Associations shall have the duty of selecting the Chairman of the National Joint Board and the Impartial Umpire of the hearings panel and Appeals Board.

The Chairman of the National Joint Board shall be bonded and made responsible for disbursement of the Board's funds, shall keep the books of the Board and submit to the parties to the agreement a quarterly financial statement; shall provide for an annual audit of the books by a certified public accountant and shall prepare annually a proposed budget of the necessary expenses of the Board for the following twelve (12) months and submit same to the joint negotiating committee for approval. The total amount of the budget, when approved, shall be subscribed annually in advance 50 per cent by the Building and Construction Trades Department, AFL-CIO, and 50 per cent by the participating national associations of employers signatory to this agreement. All expenditures shall be within the approved budget.

In negotiating national agreements between international unions, consultation with the appropriate management groups on the making of agreements between international unions is desirable and should be carried on.

National agreements entered into and properly

signed by disputing international unions, other than those provided for in Article III, Section 2, shall be filed with the National Joint Board and attested by the Chairman.

Joint Board Rules and Regulations.—The Chairman and Joint Board shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this agreement, with the approval of the Joint Negotiating Committee, provided such regulations and practices are consistent with the expressed terms of this agreement.

The Joint Negotiating Committee shall have the power to revise the procedural regulations and administrative practices of the Joint Board.

Sec. 2. *Appeals Board.*—There shall also be established an Appeals Board consisting of an Impartial Umpire appointed by the Joint Negotiating Committee, two regular and two alternate labor members appointed by the Executive Council of the Department from the General Presidents of the national and international unions affiliated with the Department, or elected general officers of national or international unions designated by their respective General Presidents and two regular and two alternate employer members appointed by the Participating Contractors Employers' Associations. It is understood such employer representatives shall consist solely of contractor members, officers of member contracting firms or qualified association staff members who have had experience and are actively engaged in the building and construction industry. The Executive Council shall select one regular and one alternate Labor Member from the basic trades and one regular and one alternate Labor Member from the specialty trades. No regu-

lar or alternate member of the Appeals Board shall participate in any appeal where the trade union or company of which he is an officer or representative is a party to the dispute. In the event that both a regular member and his alternate are disqualified from participation in an appeal by reason of the limitation expressed in the preceding sentence, the executive head or other designated representative of the Department or the Participating Contractors Employers' Associations shall designate an appropriate substitute member from the eligible group to participate in the decision of the appeal.

The Members of the Appeals Board shall hold office for one (1) year and shall be appointed by the designated appointing agency annually except that where a vacancy occurs during an unexpired term of office the appointing power can be exercised at the time such vacancy occurs.

The commitments of the Department and the national participating employers association groups with respect to the subscription of funds of the National Joint Board shall also apply equally to the Appeals Board. The expenses of the Appeals Board shall be limited to actual expenses and per diem allowances of the Impartial Umpire which shall be disbursed from the budgeted funds of the National Joint Board.

Sec. 3. It is understood that in signing this agreement the parties agree to bear their appropriate share of the Joint Board's expense and to furnish their representatives on the Joint Board and Hearings Panels hereinafter provided for in this agreement.

Sec. 4. It shall be the duty of the Joint Board to consider and decide cases of jurisdictional disputes in the building and construction industry,

which disputes are referred to it by any of the International Unions involved in the dispute, or an employer directly affected by the dispute on the work in which he is engaged or by a participating organization representing such employer.

Sec. 5. The Appeals Board is empowered to review and decide any appeal from a decision or ruling of the National Joint Board or a Local Board recognized under Article IV and such decision of the Appeals Board shall be final. The jurisdiction of the Appeals Board shall be discretionary and it is authorized, subject to the approval of the Joint Negotiating Committee, to prescribe rules as to the types of cases which it will accept for review. No decision of the Appeals Board shall be considered as part of the record referred to in Article III, Sec. 1(c) of this Plan. The Appeals Board shall have the authority, subject to the approval of the Joint Negotiating Committee, to establish such procedural regulations as may be required for the effective administration of this appeals procedure. A quorum of the Appeals Board shall require four regular or alternate members (one each from the basic trades, the specialty trades, and two from the participating contractors employers' association group). In the event of a tie vote, the Impartial Umpire shall cast the deciding vote.

The Appeals Board may, on its own motion, assume jurisdiction over any case at any stage of the proceedings, except a case before the Hearings Panel, either before or after the issuance of a decision, ruling or interpretation of the National Joint Board or of any of the recognized local boards.

ARTICLE III

Sec. 1. (a) Joint Board Procedure. When a dis-

pute is filed, the Joint Board shall in all cases first investigate the claims of the disputing parties to determine whether or not a disposition thereof has been made by a previous decision of record or by recorded agreement between the parties to this dispute and issue a ruling as to the decision or the agreement governing in the case, and determining which one of the parties to the dispute has a rightful claim to the work under the agreement or decision of record.

(b) If the Joint Board finds that the dispute is not covered by a decision or agreement of record, it shall render a job decision, in which the Board should consider the established trade practice and prevailing practice in the locality, and such job decision shall be effective on the particular job only on which the dispute occurred.

(c) All agreements and decisions recognized under the provisions of the Constitution of the Building and Construction Trades Department shall be considered as constituting the record.

(d) Any job decision or ruling rendered by the Joint Board under paragraphs (a) and (b) of this section many be appealed to a Hearings Panel by any of the participating National or International Unions involved or may be referred to a Hearings Panel for a national decision by action of the Joint Board. Any decision rendered by such a Hearings Panel shall immediately become part of the record referred to in paragraph (c) of this section.

(e) In jurisdictional dispute cases where International Unions, members of the Building and Construction Trades Department, AFL-CIO, and participating or stipulated employer national associations, do not have direct representation on the Board hearing a specific case, they may designate a

representative to participate in the discussion of such case.

(f) Because efficiency, cost and good management are essential to the well-being of the industry, the Joint Board should not ignore the interests of the consumer in settling jurisdictional disputes.

Sec. 2. *Hearings Panels-National Decisions.*—When a dispute is filed with the Appeals Board by a National or an International Union, with a specific request for a decision on a national basis which would become part of the record, the Board shall review the request, and if the Board finds it is an issue not already determined on a national basis by a decision or agreement of record, it shall refer the issue to the Impartial Umpire who shall call a conference of the General Presidents of the Unions involved for the purpose of determining whether or not a national agreement is possible. If an agreement is concluded and properly signed by the contesting parties and attested by the Impartial Umpire, the terms and provisions of the agreement shall remain in effect as per the provisions of the Constitution of the Department. In the event that the dispute cannot be settled by agreement or is not settled by agreement at the end of six months, the Impartial Umpire shall docket the case for hearing and decision by a hearings panel as provided below.

Sec. 3. In any case to go to a hearings panel, the Impartial Umpire shall notify all General Presidents of National and International Unions affiliated with the Building and Construction Trades Department and national participating employers' association, stating the controversy to be considered and shall allow all parties interested to intervene. Thirty days' notice shall be given of the date set

for the hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten days prior to the hearing date.

Sec. 4. A hearings panel shall be composed of two disinterested General Presidents appointed by the Executive Council of the Department and two disinterested contractor representatives appointed by the Participating Contractors Employers' Associations together with the Impartial Umpire.

Sec. 5. The Joint Board may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a hearings panel and a national decision.

Sec. 6. In the event any party to a dispute fails to present their case within the stated time, the Joint Board, the Appeals Board, and Hearings Panels shall, nevertheless proceed with the case and make its decision on the basis of the evidence presented.

Sec. 7. *Making Decisions.*—The Hearings Panel shall in every instance consider all pertinent evidence and shall render a decision if possible, within ten (10) days after the conclusion of the hearings. Copies of the Hearings Panel decision shall be sent to all parties signatory to this agreement.

Decisions of the Hearings Panel are not appealable to the Appeals Board and shall be immediately accepted and complied with by all parties to this Agreement. Any decision or interpretation by the Joint Board shall be immediately accepted and complied with by all parties subject to this Agreement unless an appeal is taken to the Appeals Board. In such event, the decision or interpretation of the

Appeals Board shall be immediately accepted and complied with by all parties to this Agreement, when such decision or interpretation has been rendered.

It is understood only those contractors who employ members of the organizations affiliated with the Building and Construction Trades Department of the AFL-CIO shall be considered as bound by this agreement when they have signed a stipulation setting forth that they are willing to subscribe to and be bound by the terms and provisions of this agreement.

Sec. 8. (a) There shall be established immediately upon the request of the Chairman of the National Joint Board, Joint Committees of those National and International Unions most affected to begin resolution of the most serious and/or repetitive disputes in the industry. Such Joint National and International Union Committees shall report the status and results of their work on dispute resolutions and other jurisdictional adjustments to the Joint Negotiating Committee quarterly meetings.

(b) Notwithstanding any other provision of the Plan, there shall be referred by the National Joint Board to a hearings panel the most repetitive disputes on a national basis as indicated by the number of work stoppages or decisions rendered by the National Joint Board and the Appeals Board. In considering such disputes the hearings panel shall ascertain whether, and to what extent, the disputed work operations are governed by a decision or agreement of record and shall make national jurisdictional determinations of work operations not governed by decisions or agreements of record which shall be binding on all parties. The Joint

Negotiating Committee is authorized to appoint a Chairman of any particular hearings panel notwithstanding the provisions of Article III, Section 2.

(c) The provisions of this agreement with respect to hearings panels shall continue in effect except as specifically modified by this section.

Sec. 9. It shall be a violation of this agreement for any local union, international union, employer or employers' association to enter into any agreement, resolution or stipulation that attempts to establish any jurisdiction which deviates from the spirit and intent of the Agreement and Procedural Rules of the Joint Board Plan.

When the Joint Board receives a protest of an alleged violation from an international union, an employer or an employers' association, it shall proceed to make a decision and to determine the action which should be taken to correct the violation consistent with the applicable legal obligations of the parties.

Failure by the Parties to accede to the decision of the Joint Board under this paragraph shall be treated in the same manner as noncompliance with a job decision.

ARTICLE IV

Sec. 1. *Local Settlements.*—In any community or locality where a plan for the settlement of jurisdictional disputes which has been recognized by the Building and Construction Trades Department now exists, it shall be used in the first instance to bring about an agreement or settlement or decision. However, any such local settlement or agreement or decision shall only apply to the particular job in question, and an appeal therefrom may be taken directed to the Appeals Board by any of the parties involved.

ARTICLE V

Sec. 1. *Stipulation Procedure.* — The Building and Construction Trades Department and all International Unions affiliated with the Building and Construction Trades Department shall, in accordance with their constitutional powers, request each of the Building and Construction Trades Councils, District Councils and Local Unions, respectively:

(a) To secure written assent or stipulation to the "Plan for Settling Jurisdictional Disputes Nationally and Locally" by all Employers' in signed agreement with said International Union, Council and/or Local Union except for such employers who are stipulated to the Plan by the action of the employers' association of which they are members; or

(b) To proceed at earliest opportunity to negotiate National Joint Board stipulation into all agreements with each employer whose employees are represented by such District Council or Local Union.

All employers' associations shall request their local chapters to stipulate their membership to the "Plan for Settling Jurisdictional Disputes Nationally and Locally" unless the national employers' association has made such stipulation. In the event a local chapter refuses to stipulate, or its members individually refuse to stipulate, the national association shall notify the National Joint Board and the Joint Negotiating Committee of the negative action of the specific local chapter and/or the individual member.

ARTICLE VI

Sec. 1. *Continuance of Work.*—Pending a decision by the Board or such settlement as may be

arrived at through the office of the Chairman of the Joint Board, there shall be no stoppage of work rising out of any jurisdictional dispute.

Contractors and subcontractors shall make work assignments in accordance with the Contractor's Responsibility as set forth in the Procedural Rules of the National Joint Board. Members of organizations affiliated with the Building and Construction Trades Department shall continue to work on the basis of their original assignment.

Sec. 2. Recognizing it is in the best interests of the parties to this Agreement, the Building and Construction Trades Department, on behalf of itself and the General Presidents of each of the affiliated National and International Unions, reaffirms their desire to eliminate work stoppages, slowdowns and other impediments to job progress and their intent to comply with the provisions of the Plan prohibiting jurisdictional strikes and agree to enforce these provisions by direction and action of their respective International Offices. Should work stoppages persist for more than forty-eight (48) hours following notification by the National Joint Board (Saturdays, Sundays and legal holidays excluded), the parties hereto agree that the contractor shall be free to pursue methods of settlement other than the Joint Board established hereunder.

Sec. 3. When the Joint Board has declared any international union or contractor to be in noncompliance, such union or contractor shall be immediately denied a representative on the Joint Board, the Appeals Board or Hearings Panel, if any, during the period of noncompliance.

ARTICLE VII

Sec. 1. It is the sense of the parties hereto that

the members and Chairman of the Joint Board shall tender to the National Labor Relations Board their services as expert witnesses in any hearing held by the Board under the provisions of Section 10(k) of the National Labor Relations Act, as amended, and that no fees shall be charged for such service beyond the statutory witness fees and mileage allowance.

Signed for the Building and Construction Trades Department, AFL-CIO:

C. J. HAGGERTY, *President.*

FRANK BONADIO, *Secretary-Treasurer.*

Signed for the Participating Contractors Employers' Associations:

J. E. SWAN, *Chairman.*

JOSEPH R. LaROCCA, *Secretary.*

Signed at the U.S. Department of Labor
April 7, 1970

Witnessed by
GEORGE P. SHULTZ, Secretary of Labor

JURISDICTIONAL AGREEMENTS ENTERED INTO BETWEEN AFFILIATED INTERNATIONAL UNIONS AND DECISIONS RENDERED AFFECTING THE BUILDING INDUSTRY THAT ARE HELD TO BE OPERATIVE BY THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT

By the

American Federation of Labor, Building and Construction Trades Department, A. F. of L., National Board for Jurisdictional Awards

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Carpenters and Painters

For the purpose of bringing about conditions of harmony and co-operation, the following agreement has this day been entered into and agreed to by and between the Brotherhood of Painters, Decorators and Paperhangers of America and the United Brotherhood of Carpenters and Joiners of America:

(1) It is agreed that the members of the United Brotherhood of Carpenters and Joiners of America shall erect and install all work in connection with, and required for, acoustical purposes up to the point of applying canvas, muslin or similar materials to take the finished decorations, which work shall be done by the members of the Brotherhood of Painters, Decorators and Paperhangers of America.

(2) The applying and erection of all mouldings, in connection with acoustical work, shall be done by members of the United Brotherhood of Carpenters and Joiners of America.

(3) If any misunderstanding arises as to the meaning or carrying out of any of the provisions contained herein, the same shall be taken up with the General Presidents of the two organizations parties hereto.

(4) This agreement to be in force and effect when approved by the Executive Board of the two organizations signatory hereto.

For the United Brotherhood of Carpenters and Joiners of America:

GEO. H. LAKEY.
J. W. WILLIAMS.
W. T. ALLEN.

For the Brotherhood of Painters, Decorators and Paperhangers of America:

JOS. F. KELLEY.
CHARLES A. CULLEN.
CLARENCE E. SWICK.

Dated December 17, 1928.

Witness:

WM. J. MCSORLEY,
President, Building Trades Department.

Lathers and Sheet Metal Workers

Agreement between the Wood, Wire and Metal Lathers' International Union and the Sheet Metal Workers' International Association to govern the installation of products manufactured by the Knapp Brothers' Manufacturing Company, of Chicago, Ill., and similar products.

In order to simplify any differences that may arise on building operations, it is agreed by both

parties to this agreement that the following products are conceded by the Wood, Wire and Metal Lathers' International Union as the work of the members of the Sheet Metal Workers' International Association:

Sanitary Metal Cove Base, No. 202.
Sanitary Metal Cove Base, No. 203.
Sanitary Metal Cove Base, No. 204.
Sanitary Metal Cove Base, No. 205.
Sanitary Metal Cove Base, No. 501.
Sanitary Metal Window Stool and Frame, No. 302.
Sanitary Metal Window Stool, No. 304.
Sanitary Metal Chalk Trough, No. 202.

It is conceded by the Sheet Metal Workers' International Association that the following products are the work of the members of the Wood, Wire and Metal Lathers' International Union:

Knapp Metal Base Grounds and Screeds, styles Nos. 1, 1½, 2, 42, 49.
Knapp Metal Casing Beads, Nos. 39 and 41.
Eclipse Metal Picture Mould, No. 23.
"Royal" Metal Picture Mould, No. 20.
Knapp Sanitary Metal Chair Rail, No. 500.
Metal Bull Nose Beads and Metal Corner Beads of every description.
Inside and Outside Corner Fittings.

This agreement made and entered into January 12, 1926.

WOOD, WIRE AND METAL LATHERS' INTERNATIONAL UNION.
JOHN H. BELL, *Gen. Pres.*
WM. J. McSORLEY, *1st Gen. Vice Pres.*
A. D. YOUNG, *Gen. Sec.-Treas.*

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION.

JOHN J. HYNES, *Gen. Pres.*
WM. L. SULLIVAN, *Gen. Sec.-Treas.*
ROBERT BYRON, *Int. Rep.*

EXPLANATION

Sanitary Metal Cove Base, No. 202:

Used at intersections of floors and walls or partitions and comes 4 in. and 6 in. high. This base is erected before plastering and is so set as to form a ground screed for plastering and for the finished cement floor.

Sanitary Metal Cove Base, No. 203:

Used at intersections of floors and walls or partitions and comes in widths of 4 in. and 6 in. This is a flush base placed after floors and plastering is completed.

Sanitary Metal Cove Base, No. 204:

Is similar to No. 203 except that it comes in two sections where No. 203 comes in but one section.

Sanitary Metal Cove Base, No. 205:

Is similar to No. 204 except that the base is put in place before plastering and the top portion of it forms a ground for plastering. It comes 4 in. and 6 in. wide.

Sanitary Metal Cove Base, No. 501:

Is similar to No. 202 with the exception of a very little change in its form.

Sanitary Metal Window Steel and Frame, Nos. 302 and 304:

Is a metal dumb running from 4 in. to 6 in. in width and a return on wall which forms a plaster ground.

Sanitary Metal Chalk Trough, No. 303:

As its name implies, is a chalk trough to go under blackboards in schoolhouses and is placed after plastering is completed.

It will hardly be necessary for me to explain that portion of the work which the Sheet Metal Workers concede to come under our jurisdiction, as you must be familiar with the names of the different materials mentioned in the agreement.

Painters and Plasterers

New York, N. Y., February 16, 1928.

This agreement entered into by and between the Operative Plasterers and Cement Finishers' International Association and the Brotherhood of Painters, Decorators and Paperhangers of America, in the matter of jurisdiction to govern the application of California Stucco "CRAFTEX," "TEXTONE" and other materials of like character, shall be as follows:

This agreement shall become effective February 16, 1928, that the applying of all California Stucco shall be the work of the Plasterers' organization. That the finishing of the same it is agreed that the Plasterers shall be permitted to apply one wash and

thereafter all washing and the applying of colors shall be under the jurisdiction of the Brotherhood of Painters.

It is hereby agreed that all "CRAFTEX," "TEXTONE" or other material of the same character, when applied over a scratch or brown coat of plaster, shall be the work of the Plasterer, said material to be applied with a trowel, or other usual methods of plastering.

It is hereby agreed that all "CRAFTEX," "TEXTONE" or other material of like character, when applied over a sand finish or white coat of plaster, shall be the work of the Painter, said material to be applied with a brush, or other usual method of painting.

It is agreed that when the material in question is applied to show windows for decorative purposes, and does not exceed 150 yards in all, it shall be the work of the Painter, and when the work exceeds 150 yards and applied over a scratch or brown coat of plaster, it shall be the work of the Plasterer.

For Plasterers:

EDW. J. MCGIVERN.
T. A. SCULLY.

For Painters:

JOS. F. KELLEY, *3d G. V. P.*
CHAS. A. CULLEN, *3d G. V. P.*

Attest:

WM. J. MCSORLEY,
Pres., Building Trades Department.

Carpenters and Lathers

Agreement entered into between the representatives of the United Brotherhood of Carpenters and Joiners and Wood, Wire and Metal Lathers' International Union, January 14, 1903.

Pending the action of their convention, the United Brotherhood of Carpenters and Joiners of America agree not to assert jurisdiction over any iron work including iron or wire lathing, studding, or any other exclusively iron work claimed by the Wood, Wire and Metal Lathers' International Union.

The Wood, Wire and Metal Lathers' International Union agree that we will not assert jurisdiction over or allow our members to perform any wood work, including shingling, wooden arches, door or window frames, wooden studding or furring, or any other carpenter or wood work, except wooden lath to receive plastic material.

Signed for the United Brotherhood of Carpenters and Joiners of America:

WM. D. HUBER, *President.*
FRANK DUFFY, *General Secretary.*

Signed for the Wood, Wire and Metal Lathers' International Union:

CHAS. LANGLANDS,
JOHN STEVENS, *Committee.*

Carpenters and Lathers

August 21, 1923.

RELATIVE TO JURISDICTION OVER MATERIAL KNOWN AS CELOTEX

Further taking up the question of jurisdiction over the material known as "CELOTEX," and in accordance with the tentative proposals on this subject between our organizations, we, the undersigned, hereby agree that the material known as Celotex Lath comes under the jurisdiction of the Lathers' International Union; all other Celotex material comes under the jurisdiction of the United Brotherhood of Carpenters and Joiners.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.
WM. L. HUTCHESON, *Gen. Pres.*
FRANK DUFFY, *Gen. Sec.*

WOOD, WIRE AND METAL LATHERS' INTERNATIONAL UNION.
JOHN H. BELL, *Gen. Pres.*
A. D. YOUNG, *Sec.-Treas.*

Boiler Makers and Iron Workers
APPROVED MAY 28, 1924

It is agreed that the following work shall be recognized as coming under the jurisdiction of the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

SECTION 1. The construction, erection and assembling of all boilers, parts and work in connection therewith, including boiler fronts, heat units, water walls, tube supports and casings (except the unloading, hoisting, or lowering and placing of complete boilers, steam drums and assembled sections of water tube boilers to their approximate positions), all connections between the boiler and stack

(commonly known as breeching), built of sheet steel or iron, supports for the same (which are not part of the building structure), uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts (except when used for ventilating purposes).

SEC. 2. Iron and steel ship building.

SEC. 3. Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats (except glass enameled tanks), water tower (except structural frames and balconies), all iron and steel pipe line, penstock and flume work, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joint, including tanks of riveted, caulked or welded construction in connection with swimming pools.

SEC. 4. The following work in and around blast furnaces and rolling mills, viz.: hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work (all other iron and steel work in such buildings shall be done by Iron Workers).

SEC. 5. Gasometers, including all frame work in connection with same.

SEC. 6. All iron or steel stacks, in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants (except small power plants in connection with hotels or office buildings and sectional or other steel stacks erected in office buildings or hotels), and all extensions or repairs of such stacks shall be done by Boiler Makers.

It is agreed that the following work shall be recognized as coming under the jurisdiction of the International Association of Bridge, Structural and Ornamental Iron Workers:

SECTION 1. The erection and construction of all iron, steel and ornamental iron entering into the erection and construction of the following: Buildings, bridges, viaducts, subways and tunnels, towers, hoists, car dumpers, cranes, coal conveyors, ore unloaders, stokers, supports for boilers, coal bins and hoppers, ash chutes and hoppers, rock, coke, sand and ore bins and hoppers, kilns, driers, coolers, crushers, mixers, pulverizers, ronsters, all caisson work, safe deposit boxes, vaults, vestibules and doors, glass enameled tanks, malt drums, fans, and hot rooms and ventilators including air ducts in connection therewith, all swimming pools (except as specified in Section 3 of the Boiler Makers' classification of work in this agreement) and the wrecking of all the above work shall be done by Iron Workers.

SEC. 2. The erection and construction of all sectional and other steel or iron stacks, erected in office buildings and hotels; and all stacks erected in small power plants in connection with hotels and office buildings, and the extension and repair to such stacks shall be the work of the Iron Workers.

SEC. 3. The erection and construction of structural iron work and balconies in connection with water towers shall be the work of the Iron Workers.

SEC. 4. The erection and construction of all steel and iron work around rolling mills and blast furnaces (except that specified in Section 4 of the

Boiler Makers' classification of work) shall be done by Iron Workers.

SEC. 5. The unloading, hoisting or lowering and placing of complete boilers, steam drums, and assembled sections of water tube boilers to their approximate positions shall be done by Iron Workers.

SEC. 6. The burning and welding on work awarded to the Boiler Makers shall be done by Boiler Makers, and the burning and welding on work awarded to the Iron Workers shall be done by Iron Workers.

SEC. 7. Any further disputes that may arise between the parties of this agreement shall be first considered by the respective General Presidents. Upon their failure to agree, the question shall be submitted to arbitration. None of the work definitely decided upon in this agreement shall be subject to further arbitration.

For the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

(Signed) J. A. FRANKLIN.
WM. ATKINSON.
JOS. P. RYAN.
MARTIN DALEY.

For the International Association of Bridge, Structural and Ornamental Iron Workers:

(Signed) P. J. MORRIN.
W. J. MCCAIN.
DAN J. O'SHEA.
MICHAEL C. ARTERY.

Sheet Metal Workers and Boiler Makers

Mr. John J. Hynes, *General President*,
642 Transportation Building,
Washington, D. C.

Dear Sir and Brother:

The International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America, through the undersigned duly authorized officers, hereby officially recognize and acknowledge the established jurisdictional rights of the members of the Sheet Metal Workers' International Association to manufacture, assemble, erect and install all sheet metal work of No. 10 gauge or lighter when used in connection with the construction, equipment, alteration and repair of buildings.

In witness thereof we hereby affix our hand and seal this 16th day of October, 1930.

For the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

(Signed) J. A. FRANKLIN,
International President.

For the Sheet Metal Workers' International Association:

(Signed) JOHN J. HYNES,
General President.

Iron Workers and Elevator Constructors

June 9, 1931.

The undersigned representatives of the International Association of Bridge, Structural and Ornamental Iron Workers, and the International Union of Elevator Constructors, Operators and

Starters mutually agree that both organizations shall co-operate with and support each other to maintain Union conditions and their members upon the work of their respective trades, and that for the purpose of establishing complete harmony between both organizations, this agreement is hereby entered into, effective on and from this date.

All semi or full automatic elevator doors or gates, and all operating devices shall be the work of the Elevator Constructors.

All elevator doors or gates manually operated, including all elevator enclosures, front, facias, sills, frames and bucks, shall be the work of the Iron Workers.

Steel trusses, girders and supports for escalators, where riveted or welded, shall be the work of the Iron Workers.

All other escalator work shall be the work of the Elevator Constructors.

All theater curtains, back-stage lifts, and equipment in connection therewith, shall be assembled and erected by the Iron Workers, excepting the operating machinery.

Orchestra and Console lifts shall be assembled and erected by the Elevator Constructors, including the machinery in connection therewith, and all machinery in connection with theater curtains and back-stage lifts.

(The above two paragraphs shall also apply to auditoriums, schools, convention halls, and other buildings similarly equipped.)

All of the above is hereby agreed to and accepted by the signatories to this agreement for their respective organizations.

For the International Association of Bridge, Structural and Ornamental Iron Workers:

(Signed) P. J. MORRIN,
General President.
WM. H. POPE,
5th Gen. Vice-Pres.
JOHN M. SCHILLING,
7th Gen. Vice-Pres.
W. J. McCAIN,
General Secretary.

For the International Union of Elevator Constructors, Operators and Starters:

(Signed) FRANK FEENEY,
International President
J. C. MACDONALD,
1st Int. Vice-Pres.
WALTER SNOW,
2nd Int. Vice-Pres.
JOSEPH F. MURPHY,
Int. Sec.-Treas.

International Union of Operating Engineers and United Association of Journeymen Plumbers and Steam Fitters

AGREEMENT

In the controversy between the United Association of Plumbers and Steam Fitters and the International Union of Steam and Operating Engineers in Cleveland, Ohio, over an air compressor that was used by the Plumbers for boring holes in a concrete floor, and which was referred by the local unions of Cleveland and the International representatives of both organizations to the International Presidents of the United Association of Plumbers and

Steam Fitters and the International Union of Steam and Operating Engineers for adjustment, we find that at the A. F. of L. Convention held in Norfolk, Va., in 1907, Resolution No. 124, which was presented by the International Union of Steam and Operating Engineers and adopted by the Convention, gives jurisdiction over this work to the International Union of Steam and Operating Engineers.

We also find in the jurisdiction claims filed by the International Union of Steam and Operating Engineers with the Building Trades Department upon their entrance into the Department, that this work is covered in their jurisdiction by the following paragraph:

"HOISTING AND PORTABLE"

"All hoisting and portable engines on building and construction work, where operated by steam, electricity, gasoline, hydraulic or compressed air, including pumps, siphons, pulsometers, concrete mixers, air compressors and elevators, where used for hoisting building material, street rollers, steam shovels, dinky locomotives, cableway, clam shells and pile drivers."

Both International Presidents met in Washington on January 5, 1925, at the headquarters of the Building Trades Department, and upon finding the action of the A. F. of L. Convention upon Resolution No. 124 and the jurisdiction filed with the Building Trades Department that this work of operating air compressors belongs to the Hoisting and Portable Engineers, it is agreed that the local unions will be notified to that effect.

(Signed) JOHN COFFEEN,
(Signed) ARTHUR M. HUDDELL.

Sheet Metal Workers' International Association and United Association of Journeymen Plumbers and Steam Fitters

AGREEMENT

INDIANAPOLIS, IND.
January 28, 1928.

Report of the Committees appointed by the United Association of Journeymen Plumbers and Steam Fitters and the Sheet Metal Workers' International Association, to take up the matter of sheet lead in building construction.

This Committee met at Hotel Severin, Indianapolis, Ind., Friday, January 27, 1928, with the following representatives in attendance: Wm. Lynn, George Masterton and Bert Stephenson, representing the United Association of Plumbers and Steam Fitters, and James Lennon, Richard Pattison and James T. Moriarty, representing the Sheet Metal Workers International Association.

The Committee organized with Wm. Lynn, Chairman; James T. Moriarty, Secretary. The Committee was visited by Robert Fox, Local Agent of the Plumbers, and Charles Wilson, Local Agent of the Sheet Metal Workers. After hearing both agents, the Committee went into executive session and after holding several meetings, reached the following agreement:

"Sheet lead work used in roofing, gutters, valleys, flashings in connection with roofing, and ducts in direct connection with ventilation systems shall be the work of the Sheet Metal Workers, members of the Sheet Metal Workers' International Association. All other sheet lead work

including roof flashings in connection with plumbing, shall be the work of the Plumbers, members of the United Association of Journeymen Plumbers and Steam Fitters."

We, the undersigned committee, recommend that this agreement shall go into effect when approved and signed by the International Presidents of the above organizations.

(Signed) WM. LYNN,
(Signed) GEORGE MASTERTON,
(Signed) BERT STEPHENSON,
Representing United Association of Journeymen Plumbers and Steam Fitters.

(Signed) JOHN COMFIELD,
General President.

(Signed) JAMES LENNON,
(Signed) R. PATTISON,
(Signed) JAMES T. MORIARTY,
Representing Sheet Metal Workers' International Association.

(Signed) JOHN J. HYNES,
General President.

Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association

AGREEMENT entered into between the B., M. & P. I. U. of America and the O. P. & C. F. I. A., at the Headquarters of First-Named Organization, Odd Fellows Bldg., Indianapolis, Ind.

FEBRUARY 17, 1911.

First. The O. P. & C. F. I. A. agrees to a mutual interchange of cards with the B., M. & P. I. U., same to cover all cities where the O. P. & C. F.

I. A. has locals and the B., M. & P. I. U. has mixed locals, and that the following stipulations be recognized.

Second. The support to be given in the interest of either organization in the localities where the B., M. & P. I. U. controls shall be determined by the Executive Boards of both organizations in conference when the necessity for such support arises. No work to be performed until the conference board comes to a decision.

Third. The B., M. & P. I. U. recognizes and concedes the sole right of the O. P. & C. P. I. A. to organize and charter unions composed of exclusive plasterers in all localities where a sufficient number of bona fide resident plasterers can be secured, and guarantees that no interference on their part shall take place, except under condtions hereafter stated, and that no exclusive plasterers' union shall be chartered by the B., M. & P. I. U. under any circumstance.

Fourth. The conditions existing under which an exclusive union of plasterers is permitted to be organized in territory already controlled by the B., M. & P. I. U. having been a matter of complaint at the conference, the representatives of the B., M. & P. I. U. have determined that the grounds upon which the complaint is based are justified and that same demand a concession upon their part—i. e., that of permitting the bricklayers and stonemasons of a mixed union the right to cast a vote upon the question of the plasterer members being allowed to form a separate union. Said representatives agree to eliminate the bricklayer and stonemason when such votes are being taken in the future, and that only the recognized plasterer members of the union shall be allowed to cast a vote upon such proposi-

tions. That in all cases where two-thirds of such plasterer members vote in favor of separation, the General Secretaries of the O. P. & C. F. I. A. and the B., M. & P. I. U. shall be notified of same by the secretary of the union, and a charter shall be immediately granted.

Fifth. The B., M., & P. I. U. agrees that the subcontracting of the plastering contract of a bona fide employer or general contracting firm shall not be objected to by any of its subordinate unions upon all general contracts exceeding $50,000, pending the convening of the next biennial convention of the B., M. & P. I. U., at which convention legislation will be asked for that will make permanent the relief ordered at this time.

Sixth. That the O. P. & C. F. I. A. charters be withdrawn from Springfield, Newark, and Rochester, and the members of each respective union be admitted to membership in the B., M. & P. I. U. local free of any penalty or initiation fee. All fines placed upon O. P. & C. F. I. A. members covering their actions in the above-named three cities are also hereby removed.

Seventh. In any city under a mixed charter of the B., M. & P. I. U. where there are but three or less plasterers affiliated, and there are five or more plasterers who are bona fide residents who are not members, the O. P. & C. F. I. A. is accorded the right to organize a union, and all B., M. & P. I. U. members following plastering shall become members of the newly chartered exclusive (O. P. & C. F. I. A.) Plasterers' Union free of initiation fee.

"Offensive and Defensive Alliance"

Eighth. That in all movements, "offensive or defensive," no subordinate local of either Interna-

tional Union shall be permitted to take any action whatsoever until the question requiring joint action shall have first been acted upon and determined by the Presidents of the O. P. & C. P. I. A. and the B., M. & P. I. U.

Ninth. No movement of an "offensive" or "defensive" character shall be countenanced in cases where such would be in violation of any existing agreements.

RULES GOVERNING INTERCHANGEABLE CARDS

The rules governing the issuing of the Interchangeable traveling card and the clearance card shall be subject to the rules agreed upon at the conference of October 30, 1908, and as revised at the conference of February 13, 1909.

In Witness Whereof, We, the undersigned, hereby set our hand and seal this eighteenth day of February, 1911.

For the O. P. & C. P. I. A.:

JOHN DONLIN, *President.*
EDW. J. MCGIVERN, *1st Vice-Pres.*
(SEAL)
PETER G. COOK, *3rd Vice-Pres.*
W. A. O'KEEFE, *Organizer.*

For the B., M. & P. I. U. of America:

WM. J. BOWEN, *President.*
THOS. R. PREECE, *1st Vice-Pres.*
WM. DOBSON, *Secretary.*

ACCORDING

At a meeting of the Joint Conference between the Executive Boards of the Bricklayers, Masons

and Plasterers' International Union of America and the Operative Plasterers and Cement Finishers' International Association of the United States and Canada held in Atlantic City, February 27, 1930, it was agreed, that the above-named material and those of a similar character shall be installed on a fifty-fifty basis equally divided between the membership of the Operative Plasterers and Cement Finishers' International Association of the United States and Canada and the Bricklayers, Masons and Plasterers' International Union of America irrespective of thickness.

Artificial Stone

In order to reach an amicable understanding between the B., M. & P. I. U., and the O. P. & C. F. I. A., regarding the installation of artificial stone or marble, the O. P. & C. F. I. A. concedes to the membership of the B., M. & P. I. U. the installation of artificial stone or marble when same are precast and of ¾ of an inch or more in thickness. And the B., M. & P. I. U. concedes to the O. P. & C. F. I. A. the installation of said imitation stone or marble when same are less than ¾ of an inch in thickness, also said artificial stone when same are applied to channel iron furring. It is also understood that each party hereto will confine their method of erection or application to the Craft method of erection or application employed heretofore and that the ¾ inch thickness referred to heretofore is ¾ inch in the body of piece not inclusive of any relief members or enrichments appearing on the surface.

Tilelayers

Owing to the fact that the Tilelayers' organization has ignored agreements held between themselves and the O. P. & C. F. I. A.; also the B., M. & P. I. U., the agreements were reported abrogated. The B., M. & P. I. U. assuming control of the tilelaying business.

AGREEMENT

(Preparation of Walls and Ceilings To Receive Tile)

Agreement entered into this 22nd day of August, 1917, between the B. M. & P. I. U. and the O. P. & C. F. I. A. pertaining to the preparing or plastering of walls and ceilings which are to receive tile;

First. It is agreed that the Plasterers of the O. P. & C. F. I. A. and the B., M. & P. I. U. shall prepare or plaster all walls which are to receive tile. They shall plumb, rod and square all walls and scratch the same so as to guarantee adhesion of the final coat which shall be put on by the Tilelayer to act as a bed for his tile.

Second. It is further agreed that the Plasterers of either the O. P. & C. F. I. A. or the B., M. & P. I. U. shall prepare or plaster all ceilings which are to receive tile. All ceilings must be leveled and rodded and properly scratched so as to guarantee adhesiveness of the final coat which shall be applied by the Tile Setter and act as a bed for his tile.

Third. It is further agreed that the Plasterers shall use only sand and cement in the preparation of work above stipulated unless otherwise specified by the architect.

Fourth. Any member of either organization that violates the above rules shall, upon conviction, be fined the sum of $25.00.

"Resolved, to qualify the agreement entered into between the Interstate Mantel and Tile Contractors' Association, Operative Plasterers and Cement Finishers' International Union and the Bricklayers, Masons and Plasterers' International Union of America to read:

"That three bathrooms, vestibules and small halls in private residences shall be plastered by the tile setter."

AGREEMENT

"Agreement entered into this —— day of ——, 1918, by and between the Interstate Mantel and Tile Contractors' Association, the Operative Plasterers and Cement Finishers' Association of the United States and Canada, and the Bricklayers, Masons and Plasterers' International Union of America.

"The purpose of this agreement is to prevent hereafter jurisdictional disputes that have existed for the past twenty years between the tile and plastering interests, and which have resulted in many strikes among the workmen involved to the detriment of employer and employee and the building public.

"First. It is agreed that all materials for plastering work entering into the preparation of all walls, ceilings, etc., to receive tile and other work, and conceded as coming under the jurisdiction of the Mantel and Tile Contractors' Association, shall be included in the estimate and contract and the work shall come under the jurisdiction of the Mantel and Tile Contractors.

"Second. It is agreed that the plasterers of the O. P. & C. F. I. A. and the B., M. & P. I. U.

shall prepare or plaster all walls and ceilings which are to receive tile, except the final setting bed, which shall be applied by the tilelayer.

"Third. All preparation work shall be done in a thorough and workmanlike manner, and it is understood and agreed that all walls and ceilings shall be plumbed, leveled and rodded under the direct supervision of the tile layers.

(Signed) ED. J. McGIVERN,
President O. P. & C. F. I. A.
PETER G. COOK,
Vice-President O. P. & C. F. I. A.
T. A. SCULLY,
Secretary O. P. & C. F. I. A.
W. A. O'KEEFE,
General Organizer O. P. & C. F. I. A.
WM. J. BOWEN,
President B., M. & P. I. U.
THOS. R. PREECE,
Vice-President B., M. & P. I. U.
WM. DOBSON,
Secretary B., M. & P. I. U."

Carpenters and Sheet Metal Workers

AGREEMENT

For the purpose of bringing about conditions of harmony and co-operation the following agreement is this day entered into and agreed to by and between the Sheet Metal Workers' International Association and the United Brotherhood of Carpenters and Joiners of America:

It is agreed that members of the United Brotherhood of Carpenters and Joiners of America shall erect and install all interior metal trim such as

bucks, jambs, doors, casings, base, chair-rail, picture mouldings, partitions, and all other material generally referred to as trim except toilet partitions, which shall be done by Sheet Metal Workers. Also when a sheet metal contractor who is engaged in manufacturing and erecting sheet metal products for building, such as cornices, sky-lights, metal roofing, ventilating work, etc., manufactures the material referred to as trim, with members of the Sheet Metal Workers' International Association they shall do the erecting of same in a manner that will comply with the working agreement now in force between the Sheet Metal Workers and said firms.

It is further agreed that in the setting of metal window frames that when frames are set, stayed, plumbed or braced such work shall be done by Carpenters, but if set or placed in an opening in walls left when a building is erected the work shall be done by Sheet Metal Workers. The hanging and adjusting of metal sash shall be done by Sheet Metal Workers. It is further agreed that any metal work in connection with store fronts shall be done by Sheet Metal Workers.

It is further understood and agreed that in the erection of metal column forms the erection shall be done by Sheet Metal Workers. Any framing in connection therewith shall be done by Carpenters.

It is further agreed that the installation of metal lockers, also the erection of ordinary plain metal shelving shall be done by Sheet Metal Workers.

It is further understood and agreed that the members of neither organization shall work on any building where non-union men of the other craft are employed.

If any misunderstanding arises as to the meaning or carrying out of any of the provisions contained

herein the matter will be taken up with the General Presidents of the two organizations.

Dated March 21, 1928.

For United Brotherhood of Carpenters and Joiners:

WM. L. HUTCHESON, FRANK DUFFY,
T. M. GUERIN.

For Sheet Metal Workers' International Assn.:

JOHN J. HYNES, R. PATTESON,
ROBT. BYRON, W. J. ROONEY,
JAMES T. MORIARTY, THOMAS FAY.

In the last part of paragraph Two of the agreement entered into the 21st day of March, 1928, by and between the Sheet Metal Workers' International Association and the United Brotherhood of Carpenters and Joiners of America, beginning with "Also," it is understood and agreed that this refers only to the firms now manufacturing hollow metal doors and trim in their own shops in the City of Chicago, and the erecting of same in accordance with the working agreement between the Sheet Metal Workers and said firms, now in force.

WM. L. HUTCHESON JOHN J. HYNES

Sheet Metal Workers-Asbestos Workers Agreement

Agreement entered into this 13th day of April, 1939, by and between the Sheet Metal Workers' International Association and the International Association of Heat and Frost Insulators and Asbestos Workers covering the application of insulating and acoustical materials on inside and outside of sheet metal ducts and fittings in connection with ventilation and air-conditioning systems.

1. All insulating materials applied on outside of sheet metal ducts and fittings is recognized as coming within the jurisdiction of the International Association of Heat and Frost Insulators and Asbestos Workers.

2. All acoustical materials applied inside of sheet metal ducts and fittings, in shop or on job prior to erection of said ducts and fittings by Sheet Metal Workers, is recognized as coming within the jurisdiction of the Sheet Metal Workers' International Association.

3. All acoustical materials applied inside of sheet metal ducts and fittings on job after said ducts and fittings have been erected by Sheet Metal Workers is recognized as coming within the jurisdiction of the International Association of Heat and Frost Insulators and Asbestos Workers.

4. Any dispute or controversy arising out of the application or interpretation of this agreement shall be referred to and settled immediately by the General Presidents of the two International Unions involved, in accordance with the purpose and intent of this agreement.

(Signed)

FOR SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION.

ROBT. BYRON, *General President.*
JAMES T. MORIARTY.
WM. O'BRIEN, *General Secretary-Treasurer.*

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS.

JOSEPH A. MULLANEY, *General President.*
C. W. SICKLES, *General Secretary-Treasurer.*

Between the United Association of Journeymen Plumbers and Steamfitters and the United Brotherhood of Carpenters and Joiners of America.

Bath and Toilet Room Accessories and Medicine Cabinets

It is agreed that the installation of all bath and toilet room accessories, such as paper holders, towel rails or bars, glass holders, glass shelves, etc., however installed, shall be the work of the members of the United Association of Journeymen Plumbers and Steamfitters.

Further, that the installation of bath and toilet room medicine cabinets shall be the work of the members of the United Brotherhood of Carpenters and Joiners of America.

United Association of Journeymen Plumbers and Steamfitters.
George Masterton.
John Coffield.

United Brotherhood of Carpenters and Joiners of America.
M. A. Hutcheson.
Wm. L. Hutcheson.

Dated at Cincinnati, Ohio, September 29, 1939

AGREEMENT

Agreement between the United Brotherhood of Carpenters and Joiners of America and the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, at the headquarters of the First Named Organization, Carpenters' Building, Indianapolis, Ind., June 13, 1944.

This Agreement entered into by and between the United Brotherhood of Carpenters and Joiners of America, the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, in the matter of jurisdiction to govern the fabrication and setting of screeds and forms used in connection with the placing and finishing of cement or concrete, shall be as follows:

1. The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2" by 4"s, or other plain pieces of material, when held in place by stakes and/or spreaders shall be done by Cement Finishers, members of the O. P. & C. F. I. A. and B. M. & P. I. U.

A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk.

2. The fabricating of all screeds and stakes, for any purpose, and the construction and setting of all forms shall be done by Carpenters, members of the U. B. of C. & J. of A.

A form is a built-up section of wood, metal or composition board used for the purpose of moulding concrete to a given line or shape.

3. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by Cement Finishers, providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete. Any bulkhead that must be notched or fitted, or which has a key attached, or which is over one board high, or any bulkhead that is not used as a screed, shall be fabricated and set by Carpenters.

For the U. B. of C. & J. of A.:

M. A. HUTCHESON, *First General Vice President.*

JOHN R. STEVENSON, *Second General Vice President.*

For the O. P. & C. F. I. A.:

JOHN E. ROONEY, *General President.*

JOHN J. HAUCK, *First Vice President.*

MEMORANDUM OF UNDERSTANDING

By and between

The International Brotherhood of Electrical Workers

and

The International Hod Carriers', Building and Common Laborers' Union of America*

1. The International Brotherhood of Electrical Workers recognizes the jurisdiction of the International Hod Carriers', Building and Common Laborers' Union of America over such work as all digging, excavating, grading, backfilling, cutting and replacing of all pavements and the handling of all material in connection therewith, performed for Gas Utility Companies, affiliated or non-affiliated with the Electric Utilities, in all cases except where the International Brotherhood of Electrical Workers has agreements now in effect as of this date. Such agreements shall continue until the next termination period effective in said agreements and the International Brotherhood of Electrical Workers agrees to exercise all options to change said agreements to conform with the description of jurisdiction as above outlined by serving such notice as may be required to effect such change. If, however, the International Brotherhood of Electrical Workers, at such period or periods of termination, is convinced that the termination of any such agreements would impair the prestige of the Electrical Workers in the Electric Public Utility field, the

* For full report see page 133 of the Proceedings of the 54th Annual Convention, New Orleans, 1949.

matter of termination of said agreements will be taken up and discussed by both parties to this memorandum of understanding with the protection of the mutual welfare and interest of both parties to this memorandum of understanding being the paramount and deciding factor. Where such termination or changes are effected, the work shall revert to and be considered the work of the Laborers, parties hereto.

2. It is recognized by both parties hereto that all provisions with respect to the work herein defined will apply in the instances of work in connection with water and steam, in the same manner and to the same effect as applies to gas. Likewise, the provisions relative to agreements now in effect apply on steam and water equally with gas.

3. The International Brotherhood of Electrical Workers reserves its established jurisdiction over right of way clearance performed by members of the International Brotherhood of Electrical Workers employed directly by Electric Utilities.

4. The International Brotherhood of Electrical Workers recognizes that the work of right of way clearance, with the exception of the digging of post holes and anchors and the back-filling of same, performed on or in connection with transmission line construction, through contracts, or on R. E. A. projects, is the jurisdiction of the International Hod Carriers', Building and Common Laborers' Union of America.

5. The International Hod Carriers', Building and Common Laborers' Union of America recognizes the jurisdiction of the International Brotherhood

of Electrical Workers over handling of all electrical material, beginning with the unloading at the first point of delivery on the job, and continuing through its ultimate use or disposal.

6. Both parties to this understanding and agreement agree that there shall be no compacts entered between either party and any third parties in a jurisdictional issue affecting or involving either party hereto.

7. Both parties hereto agree that in the instance of any issues arising on work not herein covered or outlined, the settlement and disposal of such issues shall be only through procedures before proper tribunals, established within the American Federation of Labor, or through methods agreed upon by the International Presidents of the organizations parties hereto.

The International Brotherhood of Electrical Workers and the International Hod Carriers', Building and Common Laborers' Union of America hereby affix the signatures of the respective International Presidents in acknowledgement of an agreement to terms of understanding herein described this third day of February, 1940, at Miami, Fla.

(Signed) D. W. TRACY,

General President, International Brotherhood of Electrical Workers.

(Signed) JOS. V. MCGUIRE,

General President, International Hod Carriers', Building and Common Laborers' Union of America.

ARTICLES OF AGREEMENT

Between the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, Hereinafter Referred to as the United Association, and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America, Hereinafter Referred to as Boiler Makers.

For the purposes of eliminating jurisdictional disputes between the membership of these two International Unions, and for the further purpose of laying the groundwork for extensive cooperation and fraternal good will between the two memberships, and for the additional purpose of cooperating together in the unionization of those industries and firms in which we are jointly interested, the representatives of the two International Unions hereby undertake to dispose of the questions existing between them which have provoked jurisdictional disputes. In so doing it should be understood by all concerned that we are attempting only to settle controversies between ourselves and are not undertaking to settle disputes which either of the organizations herein involved may have with other International Unions, or to dispose of work which properly belongs to any other International Union.

Refinery Installation

1. On the equipment that has caused considerable misunderstanding in the industry, the United Association of Journeymen Plumbers and Steamfitters and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America have agreed on the following division of work, viz.:

2. The installation of tubes in pipe stills or furnaces, commonly called oil heaters, will be handled, installed and finished by a composite crew equal in number of Boiler Makers and members of the United Association.

3. The erection of furnace frame, casing, doors and support will be performed by Boiler Makers.

4. All circulating piping, pipe hangers and oil burners will be installed by the United Association.

5. The installing or removing of cooler, condenser and heat exchanger tube, or tubes of the shell and tube type of equipment, by any mode or method, shall be the work of the Boiler Maker.

6. The building of cooler, condenser and heat exchanger pipe coils, by any mode or method, shall be the work of the United Association.

7. The handling and setting of all work in connection with bubble or fractionating towers, reaction chambers or evaporators, trays, cups, baffles, tube sheets, tubes or other interior equipment shall be the work of the Boiler Maker.

The United Association shall perform all internal and external piping, valves, strainers and floats.

8. The application or installation of braces and supports, riveted to pressure vessel, is the work of the Boiler Maker.

9. The handling and placing of washers and agitators, including baffles, is the work of the Boiler Maker.

10. Cooling tower pans, frames and condenser boxes is the work of the Boiler Maker.

Coils and all pipe work in connection with same is the work of the United Association.

11. All work in connection with coke stills and asphalt stills is the work of the Boiler Maker.

All pipe work in connection with the same is the work of the United Association.

12. The handling and setting of completed heat exchangers is the work of the United Association.

Pipelines

13. It is hereby recognized that all transportation oil and gas lines is the work of the United Association.

14. Plate fabricated aqueducts or water lines to the point where it enters city or town distributing system, whether riveted or welded, is the work of the Boiler Maker.

Where flange or other patent joints are used it is the work of the United Association.

15. Plate fabricated intake and discharge lines in power plants, where riveted or welded joints are used, is work of the Boiler Maker.

Where flange or other patent joints are used it is the work of the United Association.

16. All other classes of manufactured pipe—regardless of material—used in the pipefitting industry, is the work of the United Association.

Tanks

17. Completed tanks which are an integral part of a piping job shall be installed by members of the United Association.

Knockdown or completed tanks which are not an integral part of a United Association installation, for example, brewery vats, distillery vats, etc., in or on buildings, shall be the work of the Boiler Maker.

18. All tankage for the storage of petroleum products in the petroleum industry, including bulk storage plants and all water towers, standpipes or water storage reservoirs, shall be the work of the Boiler Maker.

All pipe work in connection with same is recognized as the work of the United Association.

19. The erection and repair of gas holders is recognized as the work of the Boiler Maker.

All pipe work in connection with same is recognized as the work of the United Association.

Boilers

20. Hot and cold air and gas ducts in connection with boilers, furnaces or other duct work incidental to Boiler Makers' installation is the work of the Boiler Maker.

21. It is hereby recognized that the building of boilers, including economizers, superheaters, air heaters, casings, burner boxes, down comers, sludge boxes and sluice troughs, completed marine bent tube boilers, breechings, stacks and all air and gas ducts in connection with same is the work of the Boiler Maker.

Soot blowers, fuel piping, valves, boiler trimmings, the setting of completed boilers and knock-down cast iron boilers and all pipe work in connection with same is the work of the United Association.

22. The burning and welding on work in the jurisdiction of the United Association will be performed by the members of the United Association.

Burning and welding on work in the jurisdiction of the Boiler Maker shall be performed by the Boiler Maker.

23. The handling and rigging of all materials and equipment coming under the jurisdiction of these two trades will be performed by each respective trade.

24. It is understood that each class of work listed above, under the several sub-heads, stands alone by itself and no combination of sub-sections can be used to produce a result not contemplated by this agreement, as this agreement is fairly and honestly entered into and must be so applied.

25. Questions may arise which are not specifically covered by the articles of this agreement and it is understood that our respective officers and representatives will make a sincere effort to reach an amicable understanding based upon the broad principles herein laid down.

26. All new questions which may arise and which are not clearly covered by the terms of this agreement and that have failed of settlement locally between representatives of the two Organizations shall be jointly submitted to the two International Presidents or the officer acting in his place, with all supporting data and argument.

If the International Presidents fail to agree, they may submit same to a neutral umpire, jointly selected by them.

The work disposed of by this agreement shall not be subject to further arbitration or interpretation by any tribunal.

27. This agreement supersedes and voids all previous agreements between the United Association and the International Brotherhood, and likewise voids all decisions on controversies which occurred between the two International Organizations or between their affiliated local unions, affecting the

United Association and the International Brotherhood, or by the American Federation of Labor, or the Building and Construction Trades Department of the American Federation of Labor, or by any other tribunal prior to the effective date of this agreement.

United Association of Journeymen Plumbers and Steamfitters of the United States and Canada:

CHARLES N. RAY.
LEO A. GREEN.
MICHAEL F. GARRETT.

International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America:

CHAS. J. MACGOWAN.
HARRY NICHOLAS.

Signed at Chicago, Ill., this 1st day of August, 1941.

Approved:

GEORGE MASTERTON,
General President.
WM. E. WALTER.
J. A. FRANKLIN,
International President.

By the action of the 35th Annual Convention of the Building and Construction Trades Department the agreement made by and between the United Association of Plumbers and Steam Fitters and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America was accepted, with the understanding that this agreement incorporated in the permanent record of the Department would not interfere with

or alter the jurisdiction of any other National or International Union affiliated with the Building and Construction Trades Department.

Addendum to Agreement

Re: Clarification—Rule 21—Agreement—International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America and United Association of Journeymen Plumbers and Steamfitters of the United States and Canada.

Subsequent to the writing of the terms of the agreement there has been a question raised regarding the jurisdiction of work in connection with attemporators which was not included in Rule 21 of the above agreement. Hence, it is agreed by the above contracting parties that the word "attemporator" shall be included in Rule 21, paragraph 1, after the word "superheaters."

It is further discovered that a further clarification of Rule 21, paragraph 2, should be made by inserting in Rule 21, paragraph 2, in the second line after the word "trimmings" the following language: "All circulating piping for appurtenances and component parts of boiler."

The amended Rule 21 would then read as follows:

"It is hereby recognized that the building of boilers, including economizers, superheaters, attemporators, air heaters, casings, burner boxes, downcomers, sludge boxes and sluice troughs, completed marine bent tube boilers, breechings, stacks, and all air and gas ducts in connection with the same is the work of the Boiler Maker."

"Soot blowers, fuel piping, valves, boiler trimmings, all circulating piping for appurtenances and component parts of the boiler, the setting of com-

pleted boilers and knockdown cast iron boilers and all pipe work in connection with same is the work of the United Association."

The agreement of August 1, 1941, between the two International Organizations has reduced jurisdictional disputes between these two Organizations to a very minimum and this clarification is made in the hope that it may entirely eliminate any further jurisdictional misunderstandings.

(Signed) JOHN J. McCARTIN,
Special Representative.
United Association of Journeymen Plumbers and Steamfitters.

(Signed) J. A. FRANKLIN,
International President,
International Brotherhood of Boiler Makers.

March 20, 1942.

AGREEMENT

Between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International Brotherhood of Electrical Workers*

It is hereby agreed that the operators of vehicles delivering electrical material come under the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

It is further agreed that the operators of vehicles used for electrical construction work, maintenance work or electrical repair work—that is, when such vehicles are used for transporting man or men and/or material to and from job, and said vehicle

* For full report see Case 41 of Executive Council's Annual Report, 1942.

remains at job site with man or men in the performance of electrical work, and the operation of the vehicle is an integral part of the work—such operator comes under the jurisdiction of the International Brotherhood of Electrical Workers.

It is understood and agreed that the equipment operated by electrical workers shall only be the truck carrying the line and maintenance crews, tools, etc., to and from the job, or the emergency car from electrical contracting shops carrying only tools and repair equipment for emergency work. Operation of all delivery equipment for the delivery of materials of all character, such as poles, pipes, transformers, cables, and electrical appliances, such as refrigerators, radios, etc., shall be the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

Signed this 11th day of February, 1942.

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers:

JOHN M. GILLESPIE,
General Secretary-Treasurer.

DAVE BECK,
Vice President.

International Brotherhood of Electrical Workers:

G. M. BUGNIAZET,
International Secretary.

CHARLES M. PAULSEN,
Chairman, Executive Council.

EDWARD J. BROWN,
International President.

Agreement (Pointing or Caulking Around Steel Window Sash)

Agreement entered into April 12, 1919, at Indianapolis, Ind., between the Executive Officers of the B. M. & P. I. U. and the O. P. & C. F. I. A. as follows:

"It was agreed that the pointing around steel sash on exclusive concrete shall be done by the members of the O. P. & C. F. I. A. The pointing of all steel sash where whole or part is masonry shall be done by the members of the B. M. and P. I. U."

For the O. P. & C. F. I. A.

EDWARD J. MCGIVERN, *President.*
PETER G. COOK, *First Vice-President.*
THOMAS A. SCULLY, *Secretary-Treasurer.*
W. A. O'KEEFE, *Organizer.*

For the B. M. & P. I. U.

WILLIAM J. BOWEN, *President.*
THOMAS R. PREECE, *First Vice-President.*
WILLIAM M. DOBSON, *Secretary.*

Agreement for Avoidance of Disputes Between United Slate, Tile and Composition Roofers and Sheet Metal Workers' International Association

(Endorsed by Seattle Convention, Building Trades Department, November, 1913)

DECISION RENDERED, JULY 12, 1922

In the matter of the subject referred to in the foregoing title, it is the decision of the Board that the following agreement be concurred in:

Upon that portion of the report of the Executive

Council under the above caption the committee reported as follows:

"The representatives of the Sheet Metal Workers and the Slate, Tile and Composition Roofers appeared before your committee and requested that they be given an opportunity to reach an agreement. The request was granted and the following represents the agreement reached by the trades in interest:

"This agreement made and entered into at Atlantic City, N. J., July 25, 1913, by and between the Sheet Metal Workers, party of the first part and the Slate, Tile and Composition Roofers, party of the second part, in pursuance of correspondence and action thereon as found on page 76 of the Report of the Proceedings of the Sixth Annual Convention of the Building Trades Department, whereby the party of the first part agrees to cause its affiliated local unions and their members to respect and observe the trade jurisdiction of the party of the second part as approved by the Building Trades Department of the American Federation of Labor, and refrain from doing any work granted to said party of the second part in the aforesaid jurisdiction in all towns and localities, where the party of the second part has a duly chartered local union.

"The party of the second part agrees to cause all its local unions and their members to observe and respect the jurisdiction of the party of the first part as established and approved by the Building Trades Department of the American Federation of Labor."

MEMORANDUM OF UNDERSTANDING

Between

The Operative Plasterers' and Cement Finishers' International Association

The Bricklayers, Masons and Plasterers' International Union

and

The International Hod Carriers', Building and Common Laborers' Union

1. This memorandum of understanding shall only cover the performance of work coming under the jurisdiction of either the Cement Finishers or Laborers in connection with the preparation, pouring, placing, spreading, rodding and finishing of cement or concrete on highways, roads, streets and airport runways.

2. The mixing, handling, pouring, puddling, blocking, vibrating and spreading of all concrete shall be the work of the Laborers. The setting, leveling and lining of all slab steel forms on roads, highways and streets shall be the work of the Laborers.

3. All labor on center expansion machine, all expansion and contraction joints, center strips and center steel shall be the work of the Laborers.

4. The handling of bull floats where bull float is used for strike off shall be the work of the Laborers.

5. The tending to Cement Finishers, the handling and distributing of all material on sidewalks, curbs and gutters is the work of the Laborers.

6. The setting of all forms for sidewalks, curbs

and gutters shall be the work of the Cement Finishers.

7. Straight edging, floating, trowelling, edging, rubbing and brushing shall be the work of the Cement Finishers.

8. It is understood that this memorandum is entered into for the purpose of clarifying jurisdiction as outlined above and in the event of any dispute arising in connection with the work as outlined above, the said dispute shall be referred to the General Presidents of the International Unions parties hereto. In the event of any dispute arising on any work not covered by this agreement such as bridges, viaducts and underpasses, the said dispute shall be immediately referred to the General Presidents of the International Unions involved, or to whomever the said General Presidents may assign, for the purpose of attempting to adjust the said dispute amicably. During the period of time that these attempts are being made for adjustment there shall be no stoppage of work on the job.

Operative Plasterers' and Cement Finishers' International Association:

JOHN E. ROONEY, *President.*

JOHN J. HAUCK, *First Vice President.*

Bricklayers, Masons and Plasterers' International Union:

HARRY C. BATES, *President.*

A. J. CLELAND.

International Hod Carriers', Building and Common Laborers' Union of America:

JOS. V. MORESCHI, *General President.*

JOHN W. GARVEY.

July 19, 1948

Attested: RICHARD J. GRAY,
President, Building and Construction Trades Department, AFL.

AGREEMENT UNDER NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES, BUILDING AND CONSTRUCTION INDUSTRY

We the undersigned request that Joint Board No. 1 be discharged. "The issue in dispute is the laying of wood fibre conduit underground for the carrying of electrical wires and cables."

It is agreed that this work is the work of the International Brotherhood of Electrical Workers.

Signed this 13th day of July, 1948.

International Hod Carriers', Building and Common Laborers' Union of America: JOS. V. MORESCHI,
General President.

International Brotherhood of Electrical Workers: D. W. TRACY,
International President.

Attested: RICHARD J. GRAY,
President of the Building and Construction Trades Dept., A. F. of L.

Iron Workers—Elevator Constructors Directional Elevators

AGREEMENT

May, 26, 1953

For the purpose of establishing complete harmony and cooperation on the erection of two directional elevators for the Bowser Engineering

Company in various parts of the country, the International Association of Bridge, Structural and Ornamental Iron Workers, and the International Union of Elevator Constructors, hereby enter into the following agreement, effective on and from June 1, 1953.

One team of elevator constructors to not less than two iron workers while installing the following: 1—crane rails, 2—crane bridges, 3—hoisting of all elevator equipment necessary to be in place before pent house roof is poured, 4—optional hoisting of crane drives, 5—all hatchway steel that replaces normal elevator hatchways, 6—catwalks, platforms, stairways and ladders.

The Bowser Engineering Company agrees to pay iron workers the regular wage scale in the jurisdiction of the Local Union in which the project is located plus 25 cents per hour to one iron worker who acts as foreman under the supervision of the elevator mechanic on the job.

Signed for International Association of Bridge, Structural & Ornamental Iron Workers:

JOHN L. MCCARTHY, *Gen. Vice President.*

Signed for International Union of Elevator Constructors:

J. A. ALTMAN, *Reg. Business Representative.*

Attested July 10, 1953

JOHN T. DUNLOP, *Chairman*
National Joint Board.

Boilermakers-Ironworkers

"September 23, 1953

The undersigned representatives of the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Shipbuilders,

Blacksmiths, Forgers and Helpers recommend to the respective General Presidents the attached agreement for the settlement of jurisdictional disputes between the two organizations.

(Signed) J. R. DOWNES,
International Association of Bridge, Structural and Ornamental Iron Workers

(Signed) J. P. MCCOLLUM,
International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmith, Forgers and Helpers."

September 23, 1953

Memorandum of Agreement

This memorandum of agreement between the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers supplements and interprets the agreement of October 15, 1928 between the two organizations and the decision of record of May 19, 1947.

It is the purpose of this agreement to improve relations between the two trades, to eliminate work stoppages which are costly to the membership of both organizations and to the industry, to settle jurisdictional disputes directly between the two trades, and mutually to assist each union to secure work coming within its recognized jurisdiction. In order to achieve these objectives, it is mandatory upon the membership of local unions affiliated with both International Unions to comply with the provisions of this memorandum of agreement.

It is expressly understood and agreed that this agreement shall not relate to or have any bearing

on jurisdictional disputes that may exist or in the future occur, between either of the parties hereto with any other International Union or subordinate body thereof.

1. WIRE MESH. Wire mesh when attached or welded directly to the breeching, stacks or vessels shall be installed by Boilermakers, and wire mesh when attached or fastened to lugs, clips, bolts, nuts or any other attachments (which have already been attached or welded to the breeching, stacks or vessels by Boilermakers) shall be installed by Iron Workers.

2. DERRICKS. Where a derrick is used by both crafts, one craft shall erect and the other craft shall dismantle same. Where such derrick is used only by one of the crafts, then that craft shall erect and dismantle same.

3. PRECIPITATORS. Plate work and buckstays and internals shall be the work of the members of the Boilermakers; structural supports shall be the work of the Iron Workers including the house roof. Roof supports or lugs attaching directly to the precipitator shell shall be the work of the Boilermakers. When roof supports attach to lugs, the Boilermakers shall weld the lug to the precipitator shell and the Iron Workers shall erect the roof supports thereto.

4. OVERHEAD SUPPORTING STEEL FOR STEAM GENERATORS

(a) The erection of structural members, which may be channels, beams or angles, and which are directly attached to and suspended from the building roof steel for the purpose of supporting the steam generating unit shall be the work of the Iron Workers.

(b) The erection of all rods or other steel mem-

bers, attached to the members described in paragraph (a), and used for the purpose of supporting tubes and other Boilermakers' work, shall be performed by the Boilermakers.

5. THE ERECTION AND REPAIR OF BLAST FURNACES

The following work items shall be erected and installed by the Iron Workers:

Foundation rod and bands
Column bases and columns
Main, top furnace platform (exept supports which weld, or rivet to shell)
Top super-structure
Bell trolley
Bell beams
Bell cables
Jib-crane and mast
All top mechanism such as large bell, small bell, bell rods, large bell hopper, gas seal hood, distributor, revolving hopper, receiving hopper and small bell seat
Skip bridge
Skip cars and cables
Skip operating mechanism such as skip hoist, large and small bell cylinders
Cast house structural steel and roof
Skip house
Skip bridge A-frame
Iron and cinder runners and cast house auxiliaries
Trestle and stock house parts such as coke, stone and ore bins
Coke and ore chutes
Scale car and larry cars
Pug mill machinery
Elevator shafts

The following work items shall be erected an installed by the Boilermakers:

Hearth jacket
Hearth coolers
Tuyere jacket
Blast furnace shell
Bustle pipe
Furnace top ring and dome
Offtakes—Uptakes
Downcomers and attached wearing plates
Bleeder pipe, valves and stack
Bosh band
Dust catcher
Hot blast stoves
Hot blast valves and castings
Gas washer
Gas mains
Gas precipitators
Cold blast main and mixer line
Stove stacks
Dust legs
Hot ladle cars
Support for main top furnace platform whic weld or rivet to shell
Stock line brackets and abrasion or wearin plates
Tuyere stocks

6. CATWALKS, PLATFORMS, STAIRWAY AND LADDERS

(a) Catwalks, platforms, stairways, and ladde erected on storage tanks for liquid or gas, an processing tanks erected by the Boilermakers, an installations commonly referred to as tank farm shall be performed by Boilermakers.

(b) Catwalks, platforms, stairways and ladde

supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

(c) Catwalks, platforms, stairways, and ladders supported by structural steel supports shall be erected by Ironworkers. When supported by both the pressure vessel and structural steel supports, the erection of the catwalks, platforms, stairways and ladders shall be performed by Iron Workers, except that the welding or attaching of the lug or support directly to the pressure vessel shall be performed by Boilermakers.

(d) Catwalks, platforms, stairways, and ladders in connection with blast furnace construction shall be performed as follows:

(i) The Boilermakers shall attach the lugs or supports directly to the shell of the blast furnace and the Iron Workers shall then erect the catwalks, platforms, stairways, and ladders.

(ii) The erection of catwalks, ladders and stairways on hot stoves and precipitators in connection with the blast furnace construction, in accordance with paragraph (b) of this section, shall be erected by Boilermakers. The erection of the platforms and bridgeways across the top of hot stoves, however, shall be erected by iron workers, except that the welding or attaching of the lugs or supports directly to the hot stove shall be performed by Boilermakers.

7. FORCED AND INDUCED DRAFT FANS. The erection of forced and induced draft fans in connection with the construction of steam generating installations, which come in completed units, shall be performed by Iron Workers. Attachments to the ducts and breeching shall be performed by Boilermakers. On forced and induced draft fans,

which come knocked down, the Iron Worker shall erect and install the pedestal and rotor and the Boilermakers shall erect and install the fan housing.

8. PROCEDURES.

(a) The General President of each organization will designate a representative to be assigned to adjust directly all disputes between the two trades which can not be adjusted at the local level.

(b) Committees designated by the respective General Presidents shall meet periodically to review work covered by this agreement and to consider new problems which arise in order to adjust same.

(c) Installations in process on the date of this agreement shall be completed in accordance with the existing assignments or ruling of the National Joint Board.

International Association of Bridge, Structural and Ornamental Iron Workers

St. Louis, Missouri.

(Signed) J. H. LYONS,
General President

(Signed) J. R. DOWNES,
General Secretary

Approved Nov. 2, 1953,
General Executive Council.

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers

Kansas City, Kansas.

(Signed) CHAS. J. MACGOWAN,
International President.

(Signed) WM. J. BUCKLEY,
International Sec.-Treas.

Approved Nov. 5, 1953,
International Executive Council.

Straight Telegram

St. Louis, Mo., November 2, 1953.

Charles J. MacGowan, International President
International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America
New Brotherhood Building
Kansas City, Kansas

This is to notify you that the Executive Council of the International Association of Bridge, Structural and Ornamental Iron Workers at its meeting today unanimously ratified and adopted the memorandum of agreement dated September 23, 1953, which supplements and interprets the agreement of October 15, 1928, between our two respective organizations as well as decision of record of May 19, 1947.

JOHN H. LYONS, *General President.*

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

November 10, 1953.
File: 12(i)-1(c)

Mr. J. H. Lyons, President
Intl. Bridge & Structural Iron Workers
Ste. 300, Continental Building
3615 Olive Street
St. Louis, Missouri

Dear Sir and Brother:

Under date of November 6, 1953, I wired you as follows:

"This is to officially notify you that our International Executive Council after devoting a full day to the discussion of the proposed memorandum of agreement dated September 23, 1953, which implements and interprets the agreement of October 15, 1928, finally approved same by a

unanimous vote of the Executive Council. However in the discussion it developed that one or two minor clarifications may be necessary in order to avoid future misunderstandings by our respective memberships. These clarifications will in no sense alter the purpose of the memorandum of September 23, but will in truth and in fact be clarifications only. I shall write you the details of the same next week. I am furnishing John Dunlop with a copy of this telegram."

Now, Brother Lyons, it is needless for me to say that the discussions in our International Executive Council were long and earnest over the question of approving the proposed supplementary agreement. While it was finally adopted by a unanimous vote, it was the feeling of the International Executive Council that there was one principle involved which should be protected, from our standpoint, and there were at least two additional clarifications which should be incorporated in order to make the understanding as effective as possible.

The principle to which I refer was the question of our craft deviating from our historic position that all vessels requiring tight joints must be the work of the Boilermakers and the allotment of the bells in blast furnaces to any other trade was a departure from our traditional policy. I assure you it was not the amount of work involved which caused us our difficulty, but rather the principle of a "tight joint." However, in our earnest desire to reach a peaceful understanding between the two International Unions, we accepted the assignment of bells, but with the hope that the two Internationals could agree to an interpretation to be added as a footnote to the first portion of section 5.

captioned, "The Erection and Repair of Blast Furnaces," this footnote to read substantially as follows:

> "It is mutually agreed between the two International Unions that the awarding of the blast furnace bells to the Structural Iron Workers is without prejudice to the Boilermakers' historic claims over all vessels requiring tight joints."

In the second portion of section 5, which is the Boilermakers' list of work, it occurred to us that the negotiators unintentionally overlooked the word "mantle" and if it is agreeable to all parties, we would request that the word "mantle" be inserted in the proper place in the list of work awarded to the Boilermakers.

Returning to section 4, captioned, "Overhead Supporting Steel for Steam Generators," it was the opinion of our International Executive Council that while the intent of the two organizations is covered in this section, it was our feeling that in order to avoid future disputes, the language needs clarifying, particularly where in sub-section (a) (Iron Workers' section), the words "for the purpose of supporting the steam generating unit" and in subsection (b) (Boilermakers' section), the words ". . . used for the purpose of supporting tubes and other Boilermakers' work . . ." might be interpreted in such a manner as to cause confusion because, after all, the complete boiler is still a steam generating unit from the standpoint of the Boilermaker and tubes are but a part of the steam generating unit. It is our suggestion that after the words "Boilermakers' work" in the third line of section 4 (b), the words "which are a part of the steam generating unit" be added so that the whole section will read:

"The erection of all rods or other steel members, attached to the members described in paragraph (a), and used for the purpose of supporting tubes and other Boilermakers' work, which are a part of the steam generating unit, shall be performed by the Boilermakers."

If it is agreeable with you, I would suggest that Secretary Downes and Vice President McCollum have a further meeting and see if it is not possible to work out these suggestions, which, I repeat again, are not intended to change the intent of the agreement in any manner other than to clarify it to avoid confusion.

With best wishes, I am

Fraternally yours,
CHARLES J. MACGOWAN,
International President.

CJM:CW
cc: John Dunlop
cc: J. R. Downes
cc: J. P. McCollum
OEIU No. 4-AFL

International Association of Bridge, Structural and Ornamental Iron Workers

January 9, 1954.

Mr. J. P. McCollum, Vice President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers
New Brotherhood Building
Kansas City 11, Kansas

Dear Sir and Brother:

The correspondence dated November 10, 1953, directed by Charles J. MacGowan, International President of the Brotherhood of Boilermakers, to J. H. Lyons, General President of this International Association, as well as the correspondence

dated November 13, 1953, from General President Lyons to International President Charles J. MacGowan, has been reviewed by the writer.

It is the opinion of the officials of this International Association that the suggestions outlined by President MacGowan warrant consideration and that, for the purpose of clarification, further understandings should be developed.

Inasmuch as the "Memorandum of Agreement" dated September 23, 1953—and signed by yourself and the writer—has been ratified by the International Executive Council of the Brotherhood of Boilermakers, and the General Executive Council of this International Association, it is our opinion that no change should be made in this document as such action would require further ratification from the Executive Councils of both organizations.

It is agreeable to the officials of this International Association that the following clarifications will be stipulated:

"It is mutually agreed between the two International Unions that the awarding of the blast furnace bells to the Structural Iron Workers is without prejudice to the Boilermakers' historic claims over all vessels requiring tight joints."

It is also understood that the work item "mantle" should be included in the Boilermakers' division of Section 5 of the "Memorandum of Agreement."

It shall be understood that the meaning of Section 4, Paragraph (b) of the "Memorandum of Agreement"—captioned OVERHEAD SUPPORTING STEEL FOR STEAM GENERATORS—shall be as follows:—

"The erection of all rods and other steel members, attached to the members described

in Paragraph (a) and used for the purpose of supporting tubes and other Boilermaker's work, which are a part of the steam generating unit, shall be performed by the Boilermakers."

I believe that confirmation of these clarifications by International President Charles J. MacGowan and General President J. H. Lyons, as well as yourself and the writer, would be sufficient and thereby eliminate any need to reopen the present "Memorandum of Agreement" as ratified by both International Unions.

I am, with best wishes

Fraternally yours,

J. R. DOWNES,
General Secretary.

JRD:HB

January 18, 1954

R. J. Gray, President
Building & Construction Trades Department
American Federation of Labor
Washington, D. C.

Dear Mr. Gray:

I am advised that you have received the agreement signed by President J. H. Lyons and President Charles J. MacGowan, dated January 12, 1954 an identical communication which was sent to the National Joint Board.

In accordance with Article III, Section 2 of the Agreement creating the Joint Board, I hereby attest to this agreement.

It is my understanding that the two organizations intend to print the agreement in convenient form in the near future.

Very truly yours,

(Signed) JOHN T. DUNLOP
Chairman
National Joint Board

JTD:thw

September 13, 1954

Wm. J. McSorley, General President
Wood, Wire and Metal Lathers International Union

Ambassador Hotel
Los Angeles, Calif.

Dear Sir and Brother:

At your request and in order to avoid any misunderstandings with the Wood, Wire and Metal Lathers International Union, the undersigned wish to advise that Section 1, captioned "Wire Mesh" of the Memorandum of Agreement dated September 23, 1953, entered into between the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers is not intended and does not apply to the erection of light iron furring or metal lath used to receive plaster.

Fraternally yours,

(Signed) WM. A. CALVIN,
International President,
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

(Signed) J. H. LYONS,
General President,
International Association of Bridge, Structural and Ornamental Iron Workers

January 28, 1954

AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS AND THE BRICKLAYERS, MASONS AND PLASTERERS' INTERNATIONAL UNION OF AMERICA.

(1) This agreement covers the installation and application of all insulating materials on boiler wall construction.

(2) In the application of insulating materials over the boiler walls after same is completed, when said insulation is applied in one continuous operation and not in conjunction with the refractory material, this is the work of members of the International Association of Heat and Frost Insulators and Asbestos Workers.

(3) In cases where the insulation on the outside of the boiler walls is applied in conjunction with refractory materials as it progresses (scaffold high), said insulation is the work of members of the Bricklayers, Masons and Plasterers' International Union of America.

(4) In the event that a dispute over the application of this agreement cannot be settled locally, there shall be no stoppage of work, and the dispute

shall be referred to the headquarters of both International Unions for settlement.

International Association of Heat and Frost Insulators and Asbestos Workers:

(Signed) JOSEPH A. MULLANEY.
HUGH E. MULLIGAN.
C. W. SICKLES.

Bricklayers, Masons and Plasterers' International Union of America:

(Signed) HARRY C. BATES.
JOHN J. MURPHY.
THOMAS F. MURPHY.
A. J. CLELAND.

Attested:

JOHN T. DUNLOP, Chairman,
National Joint Board for Settlement
of Jurisdictional Disputes.

Feburary 2, 1954.

DECISION OF AMERICAN FEDERATION OF LABOR IN RE ISSUANCE OF CHARTER TO ELEVATOR CONSTRUCTORS' INTERNATIONAL UNION.

WASHINGTON, D. C. May 9, 1904.

MR. HENRY SNOW, *Gen. Secy.-Treas.*
International Union of Elevator Constructors.
40 Park Avenue, Chicago, Ill.

Dear Sir and Brother:

Today, Brothers Feeney and Havenstrite, of your organization, called at this office and requested a definite statement regarding matters of jurisdiction of your International Union.

Of course, you are aware that the same subject was under discussion at the Denver meeting of the Executive Council of the American Federation of Labor held last month.

Desirous of rendering the very best possible service I can to your organization, consistent with the rights to which all other organizations are entitled I therefore beg to say that at the time when your organization applied for charter, from the American Federation of Labor, the following claims to work were embodied in your application:

"The assembling of all elevator machinery, to wit: Hydraulic steam, electric, belt and compressed air; also assembling and building escalators, or traveling stairways; the assembling of all cars complete; putting up all guides, either of wood or iron; the setting of all tanks, whether pressure, open or pit tanks; the setting of all pumps (where pumps arrive on job in parts, they are to be assembled by

members of this union). All electric work connected with car machinery and hoisting, including bells, annunciators and lights; all overhead work, either of wood or iron, and supports for the same when required; the setting of all templets, all indicators; all foundations, either of wood or iron, that would take the place of masonry; the assembling of all hydraulic parts in connection with elevators; all locking devices in connection with elevators; the boring, drilling and sinking of all plunger elevators; all link belt carriers, and all work in general pertaining to the erection and equipment of an elevator complete."

Prior to issuance of the charter to your organization, claims to jurisdiction were made by several organizations of some classes of work which were not allowed. Then an agreement was reached between the representatives of the International Union of Elevator Constructors and the International Brotherhood of Electrical Workers, by which your organization yielded to the electrical workers the following classes of work: "The electrical work on flashlights, electrical annunciators and lamps, and feed wires to the controller." With that reservation, and with those claims made by your organization to jurisdiction, the charter was issued by the American Federation of Labor.

Fraternally yours,

(Signed) SAMUEL GOMPERS,
President American Federation of Labor

DECISION OF THE AMERICAN FEDERATION OF LABOR IN RE JURISDICTION OF ENGINEERS.

(Decision Norfolk, Va., Convention, American Federation of Labor, November 11-23, 1907, Resolution No. 124.)

Resolved, That hoisting and portable local unions of the International Union of Steam Engineers have jurisdiction over the motive power of all derricks, cement-mixers, hod-hoists, pumps, and other machines used on construction work and be it further

Resolved, That the Building Trades organizations be requested to give all the assistance possible to the Hoisting and Portable Locals of the I. U. S. E. in maintaining the scale of wages now paid on this work.

This shall not, however, be construed as preventing the International Brotherhood of Electrical Workers from using a hand or electric winch for the purpose of pulling wire or cable through conduits, nor the wiring and repairing of all electrical appliances.

DECISION OF AMERICAN FEDERATION OF LABOR ELECTRICAL WORKERS—ENGINEERS.

(Decision Cincinnati, Ohio, Convention, American Federation of Labor, June 1922.)

That the electrical installation, electrical repairs, overhauling of general electrical apparatus in generating stations, substations and the operating of exclusively electrical-driven machines in the aforementioned plants or stations also that the operation

of traveling or other electric cranes for shop or factory purposes shall be Electrical Workers work.

"This decision is not to interfere with the jurisdiction of the Steam and Operating Engineers over operating steam-generating plants, electric hoists in building construction or electric shovels.

"These conclusions are not intended to disturb any other conditions obtained that are mutually satisfactory at this time, or that have been provided for by past action of the American Federation of Labor which are not in conflict with this decision."

DECISION OF AMERICAN FEDERATION OF LABOR IN RE DISPUTE BETWEEN TEAMSTERS AND IRON WORKERS.

The following is a decision of jurisdiction dispute existing between the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, and the Bridge and Structural Iron Workers' International Union, rendered by an Arbitration Committee appointed by the Executive Council and adopted by the Convention of the American Federation of Labor held in Portland, Oreg., October, 1923:

"It is clearly evident that the Bridge and Structural Iron Workers' International Union has gradually and persistently encroached upon the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America. It has constantly endeavored to broaden the jurisdiction by claiming, and in some instances practicing the rights to load and unload materials off and on wagons, trucks and automobiles. In the opinion of the Committee, this work clearly belongs to the International Brotherhood of Teamsters, Chauf-

feurs, Stablemen and Helpers of America. This work was conceded to this organization through its charter of affiliation with the A. F. of L. All loading, hauling and unloading of materials on and off wagons, trucks and automobiles belong to the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America. However, where building material is hauled to buildings under construction and the foreman, contractor, or person in charge of the erection of the building, directs that it be hoisted from the wagon, truck or automobile, such hoisting shall be done by the members of the Bridge and Structural Iron Workers' International organization. Where it is loaded from the wagon, truck or automobile on the ground, street or sidewalk, such work shall be done by the members of the Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America."

DECISION OF AMERICAN FEDERATION OF LABOR IN RE ERECTION OF ECONOMIZERS.

(Decision El Paso, Tex., Convention, American Federation of Labor, November 17-25, 1924.)

In the controversy existing between the Brotherhood of Boiler Makers and the United Association of Plumbers and Steam Fitters over the erection of economizers, the decision is that in the opinion of the Executive Council the work belongs to the United Association of Plumbers and Steam Fitters.

United Association of Journeymen Plumbers and Steamfitters

By the decisions of the American Federation of Labor, rendered at both the Atlanta and Rochester

conventions, the substance of this action of these conventions of the American Federation of Labor was that there was only room for one organization in the pipefitting industry. And, that the United Association of Journeymen Plumbers and Steamfitters is recognized as the only organization having complete control of the pipefitting trade and industry in its entirety throughout the United States and Canada.

Following are the official decisions of the American Federation of Labor:

Atlanta Decision

The Atlanta Convention of the American Federation of Labor, held in Atlanta, Ga., November 13 to 25, inclusive, 1911, declared "that both for harmony and practicability the pipefitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipefitting industry, namely the United Association of Plumbers, Gas Fitters, Steamfitters and Steamfitters' Helpers of the United States and Canada, and further, that the Executive Council of the Building Trades Department be requested to carry that declaration into effect." (See page 339 of the 1912 Rochester Convention proceedings.)

Rochester Decision

The Adjustment Committee's report to the delegates assembled at the Rochester Convention of the American Federation of Labor, held at Rochester, N. Y., November 11 to 23, inclusive, 1912, is as follows:

Your committee reports that it has considered carefully the efforts made by the Executive Coun-

cil of the American Federation of Labor to carry out and make effective the instructions of the Atlanta Convention, which declared that both for harmony and practicability the pipefitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipefitting industry, namely, the United Association of Plumbers, Gas Fitters, Steamfitters and Steamfitters' Helpers of the United States and Canada.

DECISIONS RENDERED BY THE NATIONAL BOARD FOR JURISDICTIONAL AWARDS IN THE BUILDING INDUSTRY.

Air Coolers, Air Washers and Blowers, Consisting of the Assembling of Sheet Metal and Pipe Fitting

DECISION RENDERED MARCH 11, 1920

(Subject of dispute between the Amalgamated Sheet Metal Workers' International Alliance and the United Association of Plumbers and Steamfitters.)

The following agreement between the Amalgamated Sheet Metal Workers' International Alliance and the United Association of Plumbers and Steamfitters was confirmed:

September 9, 1918.

The undersigned committee, appointed by the General Presidents of their respective International Organizations namely, the United Association of Plumbers, Steamfitters and Steamfitters' Helpers and the Amalgamated Sheet Metal Workers' International Alliance, held joint conferences in the City of New York, beginning September 5, 1918, in an endeavor to arrive at an agreement concerning air washers, fans, blowers, the housing of same, and the pipe fitting on same.

After lengthy meetings participated in by all of the undersigned, representing the Joint Conference Committee of both International Unions, the following has been agreed to:

SECTION 1. That all sheet metal work of No. 10

gauge, or lighter, when used in air washers, fans, blowers, or on the housing of same, shall be recognized as being the work of the members of the Amalgamated Sheet Metal Workers' International Alliance.

SEC. 2. That all pipe fitting in connection with the above first section shall be recognized as being the work of the Steamfitters, members of the United Association of Journeymen Plumbers, Steamfitters and Steamfitters' Helpers.

SEC. 3. It being thoroughly understood by all of the undersigned that all the assembling and erecting of the work as defined in Section One, shall be the work of the members of the Sheet Metal Workers' International Alliance, excepting pipe fitting of all kinds, which shall be the work of the Steamfitters and Steamfitters' Helpers of the United Association.

SEC. 4. This agreement shall become effective and in full operation for all parties concerned beginning November 1, 1918.

Signed for Sheet Metal Workers this 9th day of September, 1918:

JAMES LENNON, *Gen. Org.*,
R. PATTISON, *Chairman*,
W. M. O'BRIAN, *Secretary*,
WM. H. LYONS,
THOS. WALSH,
EDW. P. O'NEIL.

Signed for United Association:

E. W. LEONARD, *Gen. Org.*,
CHARLES M. RAU,
RICHARD P. WALSH,
A. P. JOHNSON,
LEO A. MURPHY.

Low Pressure Heat

(Subject of dispute between the United Association of Plumbers and Steamfitters and the International Union of Steam Engineers in the Matter of maintaining temporary heat while structure is in course of construction.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the engineer and steamfitter on the question of low pressure heat during completion of the heating system jurisdiction shall rest with the steamfitters until the initial test is completed, immediately after which time, whenever necessary to maintain heat, a stationary engineer shall be employed either by the contractor or the owner.

Low Pressure Heat (Rehearing)

(Subject of dispute between International Union of Steam Engineers and United Association of Journeymen Plumbers and Steamfitters.)

DECISION RENDERED AUGUST 2, 1923

In the matter of the controversy between the engineers and steamfitters on the question of low pressure heat during the completion of the heating system while the building is under construction, jurisdiction shall rest with the steamfitters until the general test has been made and the work accepted by the owner or his agent.

Pipe Railing or Guards for Enclosures, Stairways, Hatches, etc.

(Subject of dispute between the Bridge and Structural Iron Workers' International Association and the United Association of Plumbers and Steamfitters. Claimed by the Iron Workers entirely except when not used as a conduit for fluids or vapors claimed by Plumbers and Steamfitters when of standard-sized cut and threaded pipe.)

DECISION RENDERED MARCH 11, 1920

Pipe railing consisting of standard-size cut and threaded pipe, not used in connection with structural or ornamental iron work, is awarded to Plumbers and Steamfitters.

INTERPRETATION RENDERED SEPTEMBER 15, 1920

"Iron pipe railing consisting of a preponderance of slip-joints made rigid with or without set-screws, pinions or rivets, supported by a threaded joint and flange at base or walls, is the work of the Iron Workers. Where, however, the preponderance of joints is of standard-sized cut and threaded iron pipe, it belongs to the Plumbers and Steamfitters."

Re-enforced Concrete, Cement and Floor Construction

(Subject of dispute between the Bridge and Structural Iron Workers' International Association and the Wood, Wire and Metal Lathers' International Union.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the Iron Workers and Lathers over re-enforced concrete construction, it is decided that all iron and steel used for re-enforcement in re-enforced concrete, cement and floor construction be awarded to the Iron Workers.

In such cities and localities as are covered by existing agreements with employers awarding Lathers control over re-enforced concrete construction, these agreements are to be maintained inviolate until the date of their expiration, after which this decision shall prevail.

INTERPRETATION RENDERED DECEMBER 4, 1920.

In the interpretation of this Board's decision of March 11, 1920, in the matter of the controversy between the Iron Workers and Lathers over reenforced concrete construction, it is not to be understood as abrogating, setting aside or in any way altering the decision of the Rochester Convention of the Building Trades Department, November 29, 1912, awarding jurisdiction over Hy-rib Lath to the Lathers, and it is to be understood that the placing of Hy-rib Lath or any ribbed metal lath, however it may be used, comes within the jurisdiction of the Lathers.

Vitrolite and Similar Opaque Glass

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED MARCH 11, 1920

That in the matter of the controversy between the Painters and Bricklayers on the subject herewith referred to, jurisdiction over the setting of vitrolite and similar opaque glass is awarded to the Bricklayers.

Vitrolite and Similar Opaque Glass (Rehearing)

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED MAY 26, 1924

It is the opinion of the Board that the foregoing decision of March 11, 1920, is intended to convey to the Bricklayers all counters and lavatories constructed of vitrolite or carrara glass and such glass when used in mural decorations on buildings in

place of marble or other stone or used in conjunction with marble or other stone as panels on counters.

It is the further opinion of the Board that the foregoing decision is intended to convey all vitrolite, opalite, white opal and other opaque glass installed on false work, furring strips, walls, ceilings, partitions or columns, secured with screw rosettes, molding, putty, expansion, toggle bolts or screws, to the Painters.

The agreement of December 5, 1910, which was concurred in by the Board of Awards on July 12, 1922, remains in effect, and any disputes that may arise in connection with the subject of the agreement with the Board's decisions shall be adjusted in accordance with the provisions contained in Sections 3 and 4 of the agreement.

Asbestos Plaster for Boiler Rooms, etc.

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the International Association of Heat and Frost Insulators and Asbestos Workers.)

DECISION RENDERED APRIL 28, 1920

In the dispute between the Asbestos Workers and Plasterers on the matter of plastering boiler rooms, etc., it is decided that the insulation and finishing coat on ceilings with asbestos and other insulating material, where the groundwork has been prepared and installed by the Asbestos Workers, shall, including the application of insulating material on boilers, tanks, vats, etc., be awarded to the Asbestos Worker.

Light Iron Furring, Brackets, Clips, Hangers, Corner Guards, Beads and Metallic Lath

(Subject of dispute between the International Union of Wood, Wire and Metal Lathers and the International Association of

Bridge and Structural Iron Workers.)

(Award of the Denver Convention, Building Trades Department, A. F. of L., adopted November, 1908. See printed proceedings, Pages 69 to 71, inclusive.)

DECISION RENDERED APRIL 28, 1920

In the matter of dispute between the International Union of Wood, Wire and Metal Lathers and the International Association of Bridge and Structural Iron Workers referred to in the foregoing title, the following award is concurred in:

"After going into an extended hearing of the jurisdiction claims of both organizations, your committee recommends that the erection and installation of all light iron work, such as light iron furring, brackets, clips, hangers, steel corner guards or beads,* and metallic lathing of all descriptions belong solely to the Lathers.

"This does not give the right, however, to the Lathers to install or erect any other iron work than as herein specified and outlined.

"This decision is based in conformity with the agreement entered into by the national officers of both organizations and endorsed by the Kansas City Convention of Structural Iron Workers and concurred in by the American Federation of Labor."

Hy-Rib Lath

In supplement of the foregoing decision the Rochester Convention of the Building Trades Department, November 29, 1912, awarded jurisdiction over Hy-rib Lath to the Lathers.

(Note interpretation rendered December 4, 1920, re-enforced Concrete, Cement and Floor Construction.)

* Note the following decision.

Metallic Corner Beads When Set in Plastic Material

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the Wood, Wire and Metal Lathers' International Union.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the Plasterers and Lathers on the question of the adherence of corner beads by plastic material, it is the opinion of the Board that deserved consideration was not given the subject when the previous decision was reached. It is therefore agreed that the Plasterers are awarded jurisdiction over sticking with plastic material metallic corner beads.

Acetylene and Electric Welding

(Subject of dispute between the trades named in the following memorandum.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute referred to in the foregoing title, as approved by the Philadelphia Convention of the Building Trades Department, A. F. of L. November, 1914 (see printed proceedings, Page 99), the following agreement is concurred in:

"Representatives of the Electrical Workers, Sheet Metal Workers, Iron Workers, Plumbers and Steamfitters, and Machinists mutually agreed to the following decision:

"Each trade to have jurisdiction over all acetylene and electric welding when such process is used to perform the work of their respective trades."

Bronzing and Painting of Radiators and Pipe Connections

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and the United Associtaion of Plumbers and Steamfitters.)

(Award of Rochester Convention, Building Trades Department, A. F. of L., adopted November 29, 1912. See Page 141, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That the United Association of Plumbers and Steamfitters be and is instructed to require that its affiliated unions desist from further trespass upon the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America, and when and where necessary to notify their employers that neither journeymen nor helpers will be permitted to do this work.

Application of Damp-Resisting Preparations and Waterproofing

(Subject of dispute between United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED APRIL 28, 1920

In the matter of dispute referred to in the foregoing title, the following agreement is concurred in:

Agreement entered into by and between the Brotherhood of Painters, Decorators and Paperhangers of America and the United Slate Tile and Composition Roofers, Damp and Waterproof Workers' Association.

First. That the Painters do not claim the right to apply any of the material claimed by the Slate, Tile and Composition Roofers, Damp and Waterproof Workers, except such material as is applied by a brush that is ordinarily used by the Painters in applying the materials covered in their jurisdiction.

Second. That the Slate, Tile and Composition Roofers, Damp and Waterproof Workers do not claim the right to apply any of the material in dispute except when applied by or with a three-knot, long-handled brush, mop or swab, and spray system employed therein.

Erection of Scaffolds as Applied to Building Construction

(Subject of dispute between the International Hod Carriers', Building and Common Laborers' Union, United Brotherhood of Carpenters and Joinerss, Operative Plasterers and Cement Finishers' International Association and Bricklayers, Masons and Plasterers' International Union.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute between the Laborers, Bricklayers, Plasterers and Carpenters over the erection of scaffolds as applied to building construction, it is agreed that the erection and removal of all scaffolds, including trestles and horses used primarily by Lathers, Plasterers, Bricklayers and Masons, shall be done by the mechanics and laborers in these trades as directed by the employer.

Self-supporting scaffolds over fourteen feet in height or any special designed scaffolds or those built for special purposes shall be built by the Carpenters.

The making of horses and trestles other than temporary is the work of the Carpenter.

Marble and Slate Partitions, Backs and Floor Slabs for Urinal Stalls, Closets, and Showers, Setting of

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

(Award of Rochester Convention, Building Trades Department,

A.F. of L. adopted November 28, 1912. See Page 132, printed proceedings. Award of Buffalo Convention, November 9, 1917. See Page 92, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That the setting of floor slabs, backs, partitions of urinal stalls, closets and shower baths properly belong to the Bricklayers.

The foregoing decision does not concede to the Bricklayers the right to install marble work that is connected with the water supply or sewer or watertight work regularly catalogued as plumbing fixtures.

Muslin and Canvas for Decorative Purposes, Tacking of

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and the I. A. Heat and Frost Insulators and Asbestos Workers.)

(Award of Buffalo Convention, Building Trades Department, A. F. of L., adopted November 10, 1917. See Page 108, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That this convention notify and instruct the officers of the Asbestos Workers' International Union that the tacking of all muslin and canvas for decorative purposes is the jurisdiction of the Painters and that they instruct their members to refrain from doing any of this work.

Pile Driving Machinery and Engines, Operation of

(Award of Buffalo Convention, Building Trades Department, A. F. of L., adopted November, 1917. See Pages 59 and 105, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Such workmen as are employed in the operation of engines or machinery in connection with a pile driver come under the jurisdiction of the Engineers.

Sheet Metal Glazing for Sash, Frames, Doors, Skylights, etc.

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and Sheet Metal Workers' International Association.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute referred to in the foregoing title, the following agreement is concurred in:

Agreement entered into by and between the General Executive Board of the Brotherhood of Painters, Decorators and Paperhangers of America, and the Sheet Metal Workers' International Association shall take effect December 1, 1910, and remain in force until amended, revised or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all glass set in sheet metal sash, frames, doors or skylights, shall be set by Painters, according to their claim of jurisdiction granted by the convention of the Building Trades Department, A. F. of L., at St. Louis, December, 1910; and that all sheet metal work on sheet metal sash, frames, doors, or skylights shall be done by Sheet Metal Workers.

SEC. 2. In localities where differences now exist or may arise in the future, such differences shall be

adjusted by a committee appointed by and representing the district councils or local unions of both organizations in that locality. Should this committee be unable to agree, a representative of the General Executive Board of each organization shall be called in to assist in the adjustment.

SEC. 3. It is also agreed that the national officers of both organizations where local unions fail to agree shall insist that this agreement be carried out by affiliated unions.

Slate Treads When Set on Iron Stair Case

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the International Association of Bridge and Structural Iron Workers.)

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

DECISION RENDERED APRIL 28, 1920

Slate treads on iron stairs having provoked a dispute in jurisdiction between the organizations above named, was submitted to the Executive Council, November 20, 1909. The action taken follows:

The Executive Council of the Building Trades Department, on being called upon for a decision, awarded the work in question (slate treads) to the Bricklayers.

Unskilled Labor, with Special Reference to the Loading and Unloading of Material as Applied to Re-enforced Concrete Construction

(Subject of dispute between the International Hod Carriers, Building and Common Laborers' Union and International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED AUGUST 2, 1920
AMENDED DECEMBER 11, 1924

It is the decision of the Board that the loading and unloading, carrying and handling of all rods and materials for use in re-enforcing concrete construction shall be done by laborers under the supervision of such persons as the employer may designate The hoisting of rods shall be done by laborers, except when a derrick or outrigger operated by other than hand-power is used. This decision applies only to the character of work stipulated herein. In such localities where existing agreements provide otherwise, this decision is to become effective at the expiration thereof.

Defects in Concrete Caused by Leakage, Bulging, Sagging, etc., Through Defective or Shifting Forms

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the International Hod Carriers, Building and Common Laborers' Union.)

DECISION RENDERED AUGUST 2, 1920

When finishing tools are not used or required, the work shall be done by the laborer.

The filling of voids and other work requiring patching, where finishing tools are used and required, shall be done by the cement finisher.

Setting and Alignment of Tile and Porcelain Bathroom Accessories

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of controversy between the Tile

Layers and Plumbers over setting and Alignment of Tile and Porcelain Bathroom Accessories, it is decided that all bath and toilet room accessories made of clay products, built-in tile-faced walls, shall be the work of the tile setter.

Anchors for Bathroom Accessories

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED NOVEMBER 14, 1923

All bathroom accessories, except those covered by decision rendered December 4, 1920, placed after finished tile wall surfaces are completed, shall be set by Plumbers and Steamfitters. When anchors for bathroom accessories are built into finished tile wall construction, the setting of same shall be done by Bricklayers and Masons and when any such anchors are placed after finished tile wall surfaces are completed, the work shall be done by Plumbers and Steamfitters.

Jurisdiction Over Foremen on Interior Concrete Columns, Foundations for Engine and Machinery Beds

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union, International Hod Carriers, Building and Common Laborers' Union and the Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the jurisdiction over Foremen on Interior Concrete Columns, Foundations for Engine and Machinery Beds as contested by the Bricklayers, Hod Carriers and Plasterers, it is the decision of the Board that the work shall be done by the Laborers under the supervision of such skilled workmen as the employer may designate.

Electrical Work on Elevators (Rehearing)

(Subject of dispute between the International Brotherhood of Electrical Workers and the International Union of Elevator Constructors.)

DECISION RENDERED DECEMBER 4, 1920
REVISED AND AMENDED FEBRUARY 2, 1927

In the matter of dispute between the Elevator Constructors and the Electrical Workers on the question of all electrical work on elevators, it is agreed that the electrical work involved in the installation of signal systems, fans, telephones, electric light fixtures, illuminated thresholds and feed wires to the controller on all elevators is the work of the Electrical Workers; also the electrical work in connection with interlocking devices on other than automatic elevators is awarded to the Electrical Workers.

The term "automatic elevator," as used in this award, includes the full automatic, double push-button single control and department store control elevators.

Bishopric Board, When Applied as a Substitute for Lath and Sheathing

(Subject of dispute between the United Brotherhood of Carpenters and Joiners and the International Union of Wood, Wire and Metal Lathers.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the dispute over the installation of Bishopric Board when applied as a substitute for lath, it is the decision of the Board that the work shall be done by the Lathers; where the same is used for sheathing it shall be the work of the Carpenters.

Flaxlinum Keyboard Insulation

(Subject of dispute between the United Brotherhood of Carpenters and Joiners and the International Union of Wood, Wire and Metal Lathers.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the dispute over the installation of Flaxlinum Keyboard and Insulation, it is the decision of the Board that when the same is used as a substitute for lath or when any plastic material is to be applied, the work shall be done by the Lathers; when Flaxlinum is used as insulation or sheathing it shall be the work of the Carpenters.

Installation of Metal Windows

(Subject of dispute between the Sheet Metal Workers' International Association and the International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED MAY 5, 1926

The installation of metal windows having cast-iron sills and cast-iron head blocks or in which three or more of the structural parts—that is, the sills, heads, jambs and mullions—are heavier than ten-guage, shall be the work of the Iron Workers; otherwise it shall be the work of the Sheet Metal Workers.

Hoisting, Lowering and Placing of Elevator Machinery

(Subject of dispute between the Elevator Constructors' International Union and the International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED FEBRUARY 7, 1922

In the matter of the dispute between the Elevator Constructors and Bridge and Structural Iron Workers referred to in the foregoing title, it is decided

that the Elevator Constructors be awarded the hoisting, lowering and placing of elevator machinery.

Glazing as Hereinafter Described

(Agreement for avoidance of dispute between Brotherhood of Painters, Decorators and Paperhangers and Bricklayers, Masons and Plasterers' International Union as endorsed by Building Trades Department, A. F. of L.)

DECISION RENDERED JULY 12, 1922

In the matter of the subject referred to in the foregoing title, it is the decision of the Board that the following agreement be concurred in:

Agreement entered into by and between the General Executive Board of the Brotherhood of Painters, Decorators and Paperhangers of America, and the General Executive Board of the Bricklayers, Masons and Plasterers' International Union shall take effect December 5, 1910 and remain in force until amended, revised or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors or skylights constructed of wood, sheet metal, iron, stone, or other material and set with putty or moulding, shall be set by Painters, and that where glass is used as a substitute for ceramic, mosaic, or encaustic tile, and set on floors, walls and ceilings in mortar, cement or other plastic material used to secure such tile in position, shall be set by Bricklayers when cut to size and shape for setting. It is further agreed by the Bricklayers that all glass delivered on jobs in stock sheets shall be cut to the required size by the painters.

SEC. 2. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors or skylights constructed of wood, sheet metal, iron, stone or other material and set with putty or moulding, shall be set by the Painters, and that where glass is used as a substitute for marble in interior finish or decoration, and is carved, cut, polished or rubbed, shall be set by the Bricklayers.

SEC. 3. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union of each organization in that locality, shall meet and adjust such differences. Should the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 4. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions..

Operation of Elevators for Hoisting Materials

(Decision of St. Louis Convention, Building Trades Department, A. F. of L., adopted December, 1910. See printed proceedings, Page 128.)

DECISION RENDERED JULY 12, 1922

In the matter of the subject referred to in the foregoing title, the following decision is concurred in:

The operation of elevators of all kinds when used for hoisting any material used in the construction of buildings is hereby conceded to the Hoisting En-

gineers affiliated with the International Union of Steam Engineers.

Corrugated Sheeting

(Subject of dispute between International Association of Bridge and Structural Iron Workers and Sheet Metal Workers' International Association.)

DECISION RENDERED MAY 26, 1923

The erection of corrugated metal sheeting on steel frames construction when the sheets are simply end and side lapped is the work of the Iron Workers; the erection of all other corrugated metal sheeting of No. 10 gauge or lighter is the work of the Sheet Metal Workers.

Derricks, Erection and Handling for Setting Stone

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED MAY 26, 1923

The stonesetter shall have sole jurisdiction over hand derricks in connection with the setting of stone.

The erection and operation of power derricks for setting stone shall be done by the Iron Workers under the direct supervision of the stone setter, who shall determine the number of men to be employed.

Artifical Stone—Granite (Dressing, Altering and Finishing)

(Subject of dispute between Granite Cutters' International Association and Journeymen Stone Cutters Association.)

DECISION RENDERED MAY 26, 1923

In the matter of dispute between the Granite Cutters' International Association and the Journey-

men Stone Cutters' Association relative to artificial stone, the dressing, altering and finishing of artificial stone, cast in imitation of natural stone, is the work of the Stone Cutters, except that when any such artificial stone, by reason of hardness of texture requires the use of granite cutters' tools for the proper dressing, altering or finishing, it is the work of the Granite Cutters.

Flat-face Tile

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association.)

Decision Rendered May 26, 1923

In the matter of dispute referred to in the foregoing title, the following agreement is concurred in:

Bricklayers, Masons and Plasterers' International Union

vs.

United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association

Agreement entered into this 21st day of February, 1911, amended May 26, 1923, by and between duly accredited representatives of the organizations above named, to-wit:

Jurisdiction is hereby conceded the Bricklayers over the laying or setting of flat-faced tile of every description when laid in mortar on all flat roofs or promenade roofs.

Jurisdiction is hereby conceded the Slate, Tile and Composition Roofers, Damp and Waterproof Workers over flat-faced tile of every description, and corrugated tile, when laid in any preparation of asphalt on roofs, flat or otherwise.

Foremanship Over Concrete Construction

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union, International Hod Carriers' Building and Common Laborers' Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 26, 1923
AMENDED FEBRUARY 21, 1924
REVISED DECEMBER 11, 1924

In the matter of dispute over concrete construction, it is decided the work shall be done by laborers under the supervision of such skilled mechanic as the employer may designate.

Conduo Base, Installation of

(Subject of dispute between International Brotherhood of Electrical Workers and Sheet Metal Workers' International Association.)

DECISION RENDERED AUGUST 2, 1923

In the matter of the controversy between the Electrical Workers and the Sheet Metal Workers as to the installation of conduo base, it is decided that the installation of conduo base is the work of the Sheet Metal Workers.

Setting of Alberene Stone Slabs Used as Drain Boards or Backs in Connection with Sinks

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED NOVEMBER 14, 1923

In the matter of the controversy between the Bricklayers and Masons and the Plumbers and Steam Fitters over the Setting of Alberene Stone Slabs used as Drain Boards or Backs in Connection

with Sinks, it was decided that the setting of Alberene stone slabs used as drain boards or backs in connection with sinks is the work of Plumbers and Steamfitters.

Gunnite Work or Handling of Cement Gun

(Subject of dispute between the International Hod Carriers, Building and Common Laborers' Union, Operative Plasterers and Cement Finishers' International Association and Bricklayers, Masons and Plasterers' International Union.)

DECISION RENDERED FEBRUARY 21, 1924

In the matter of the dispute referred to in the foregoing title, the following decision was reached:

When work to be performed is to be of the thickness of one and one-half inches or greater, the handling of the cement gun shall be done by the Laborers. When the work is less than one and one-half inches in thickness, the handling and control of the nozzle shall be the work of the Plasterers and Cement Finishers.

It is understood that this decision does not allow the Laborers the right to finish where any finishing tools are required.

The application of a coat of cement mixture by means of the cement gun on steel, as a protection against corrosion is not included in this decision.

Plastering Work for Preparation of Walls and Ceilings for Tiling

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED FEBRUARY 21, 1924

After reviewing the controversy in its various phases, the determination is reached that the agreement previously existing between the two organizations affords the most practical plan of adjustment, and the following award is therefore made as the decision of the Board:

Plasterers shall prepare or plaster all walls and ceilings which are to receive tile, except the final setting bed, which shall be applied by the Tile Layers; the bath rooms, vestibule and small halls in single private residences shall be plastered by the Tile Setters.

Concrete Slab Re-enforced (Pre-Cast) for Roof Tiling

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association.)

DECISION RENDERED DECEMBER 11, 1924

Jurisdiction is awarded Slate, Tile and Composition Roofers, over pre-cast re-enforced concrete slabs for roof tiling when pointed up with or laid upon any preparation of asphalt, roofing cements or other mastics, on roofs, flat or otherwise.

When laid in cement, lime or gypsum mortars, the work is awarded to Bricklayers.

Installation of Air Piping in Connection with Elevator Door Locks

(Subject of dispute between the United Association of Plumbers and Steamfitters and the International Union of Elevator Constructors.)

DECISION RENDERED NOVEMBER 11, 1925

When the compressor is used only for elevator work, the work from the water main to the com-

pressor and return shall be the work of the plumbers and steamfitters. The elevator constructor shall set the compressor and do all the work between the compressor and the locking device, but when the compressor is used for other purposes than elevator work, then the compressor shall be set by the plumbers and steamfitters, and the elevator constructor shall do the necessary piping from the compressor to his work only, all other work to be done by the plumbers and steamfitters.

Setting, Installing or Sticking of Artificial Stone

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 5, 1926

It is decided that the setting, installing or sticking of artificial stone, the material base of which is gypsum, plaster of Paris or Keene cement, resembling plaster in character and density, wherever used on the interior of building, whether or not reinforced with burlap or other fibrous material, regardless of color, or whether or not faced with any special cement, whether pre-cast or run in place, is the work of the Plasterers.

Wherever artificial stone, the material base of which is of other cements, which comes pre-cast and resembles the natural stone in character and density, regardless of color, whether or not faced with any special cement, the work is that of the Bricklayers.

Cutting of Chases and Channels in Brick, Tile and other Masonry

(Matter referred to National Board for Jurisdictional Awards by Executive Council, Building Trades Department.)

DECISION RENDERED MAY 5, 1926

Inasmuch as no other trades except the Bricklayers, Plumbers and Steamfitters and Electricians have claimed this work, it is decided that the cutting of chases and channels in brick, tile and other masonry is the work of the Bricklayers, except that the Plumbers and Steamfitters and Electricians shall have jurisdiction to do cutting where required for the installation of their respective work.

Placing of Trap Rock Floors by Terrazzo Methods

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 5, 1926

The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall be under the jurisdiction of the Terrazzo Workers. When no additional stone or aggregate is added to the finished mixture, even though the surface may be ground, the work shall be under the jurisdiction of the Cement Finishers.

Jurisdiction Over Operation of Electric and Traveling Cranes During Construction of Building

(Subject of dispute between the International Union of Steam and Operating Engineers and International Brotherhood of Electrical Workers.)

(Decision Executive Council, American Federation of Labor, March, 1926.)

ADOPTED AUGUST 4, 1926

"The Executive Council has been asked for an interpretation of decision rendered by the 1922 Cin-

cinnati Convention of the American Federation of Labor, as it relates to the jurisdiction of overhead or traveling cranes installed as a permanent fixture in building while building is under construction and cranes are being used to handle building material for the construction of building and also for the setting of motors, generators and other electrical equipment.

"The decision provides that the Engineers have jurisdiction over the hoists for building material on building under construction, and that the Electrical Workers have jurisdiction over the overhead or traveling cranes for shop or factory purposes. Therefore if the overhead or traveling cranes are used exclusively to handle building material for the building, cranes shall be operated during such construction by members of the Steam and Operating Engineers.

"If motors and other electrical equipment are being set in place while building is under construction and a crane or cranes are used for such setting, the Engineers shall operate the crane, handling both building material and electrical equipment until 50 per cent of the motors or electrical equipment are set, and then the Engineers shall cease to operate crane and shall turn same over to be operated by Electricians, who will operate the crane for all purposes thereafter.

"In the event of two overhead cranes being used to handle building material and electrical equipment, then one crane shall be operated by Engineer and one be operated by Electrician for all the work required of that crane, in which case each operator shall be employed until the plant is completed, when Engineer shall turn crane over to Electricians to operate."

DECISIONS RENDERED AND HELD TO BE OPERATIVE BY THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT.

Jurisdiction Over Spot Grounds

DECISION BALTIMORE CONVENTION, 1916

All ground work, continuous or of spot character, for the purpose of receiving trim, shall be done by the Carpenter; all spot ground work, when applied solely for the guidance of plastering work, shall be done by the Plasterer.

Plaster Boards or Substitute Materials Therefor

JULY 25, 1919

The erection or construction of plaster board ceilings or partitions which are to receive plaster is the work of the Lather. This form of construction is fundamentally and primarily a lathing feature, as is wire lath attached to light iron furring. The studs or runners used in this form of construction are in principle similar to light iron furring as conceded to the Lather.

Setting of Screeds in Cement Construction and Form Work

MARCH 17, 1920

The decision is that setting screeds in connection with the finishing of cement floors is conceded as Cement Finishers work.

Setting Electrical Motors

AUGUST 14, 1920

Handling, setting and adjusting of motors and connecting of power thereto is work of Electrical Workers. Fastening of motors direct to motor-driven machinery is work of Millwrights.

Boilers, Moving, Handling and Placing

OCTOBER 3, 1923

Work in question being vital part of Steam Fitters equipment is therefore the work of the Steam Fitter.

Holorib Deck Roofing

JANUARY 26, 1928

Have received the sample of Holorib deck roofing. This material being less than ten gauge, therefore, under the rulings of this Department; the Sheet Metal Workers have jurisdiction.

Steeltex Re-enforcement

AUGUST 9, 1929

Welded wire mesh steeltex used primarily for re-enforcing is the work of the iron workers. Paper back steeltex which performs the same function and is used for the same purpose as hy-rib is the work of the Lather.

Bush Hammering of Concrete Base Foundation

SEPTEMBER 23, 1930

The bush hammering of concrete comes within the jurisdiction of the Cement Finishers.

Teamster-Engineer Decision

OCTOBER 27, 1939

(Decision rendered by subcommittee of the Executive Council of the Building and Construction Trades Department, A. F. of L., and approved by the 34th Annual Convention of the Department, New Orleans, La., November, 1940.)

For a complete report of subcommittee see pages 138 to 143, inclusive, of the Proceedings of the 34th Annual Convention.

DECISION

All power-driven equipment that is used exclusively as a vehicle to transport any material or other matter for building or other construction work comes within the jurisdiction of the Teamsters and Chauffeurs.

All power-driven equipment used on any and all types of building and other construction work, including any and all power-driven equipment that has been in dispute between the Teamsters and Engineers, comes within the jurisdiction of the International Union of Operating Engineers.

WM L. HUTCHESON, *Chairman.*
R. J. GRAY, *Secretary.*
D. W. TRACY.

January 29, 1940.

The Executive Council,
Building and Construction Trades Department,
American Federation of Labor.

Your committee appointed to handle the matter of the dispute between the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers and the International Union of Operating

Engineers received a request from President Tobin of the Teamsters for a clarification of the decision.

President Hutcheson, President Tracy and Mr. Gray met with Messrs. Tobin, Gillespie and Farrell on Sunday evening, January 28, and the Teamsters requested information on the following:

1. On agreements on the Pacific coast, west of the Rocky Mountains, which he claimed it would be impossible for him to immediately abrogate without considerable difficulty.

2. The matter of operation of what is known as trac-trucks which are used exclusively for the transportation of materials.

3. The questions of the members of Teamster Unions who had been employed as Chauffeurs on what is known as a crane mounted on a truck chassis which is used exclusively in the New York metropolitan area.

The conference adjourned after it was agreed that your committee would confer with the representatives of the Engineers on Monday, January 29.

At the conference with the Engineers the following were present: John Possehl, Brothers, Fay, Maloney and Stuhr. President Possehl agreed that he would not call for immediate operation of the decision that would affect any existing agreements on the Pacific coast, west of the Rocky Mountains. However, he expressly stated that this would not apply to any agreements that may have been made after the decision of the committee had been rendered.

On question number two—on the operation of trac-trucks used exclusively to transport materials

—the Engineers agreed that the operation of such trucks is the work of the Teamster.

The operation of trucks, which have a crane mounted on the truck chassis was next discussed. The Engineers agreed that they would accept any Teamster members who had been employed for any length of time in the driving of these trucks to membership in their organization. Brothers Possehl, Fay and Delaney agreed to sit down with representatives of the Teamsters as far as the metropolitan area of New York was concerned and adjust the matter in a peaceful manner locally.

WM. L. HUTCHESON,
D. W. TRACY,
R. J. GRAY.

DECISIONS RENDERED BY DR. JOHN A. LAPP, NATIONAL REFEREE FOR THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, A. F. OF L.

Setting Wall Bearing Steel Bar Joists

DECISION RENDERED APRIL 23, 1937

"The work of setting wall bearing steel bar joists comes under the jurisdiction of the International Association of Bridge Structural and Ornamental Iron Workers."

Erection of Economizers

DECISION RENDERED SEPTEMBER 20, 1937

"The decision of the Joint Conference Board of Chicago is affirmed and the decision of the Executive Council of the American Federation of Labor is held to be in force. That decision reads as follows:

"In the controversy existing between the Brotherhood of Boiler Makers and the United Association of Plumbers and Steam Fitters over the erection of economizers, the decision is that in the opinion of the Executive Council the work belongs to the United Association of Plumbers and Steam Fitters."

Jurisdiction Over Lock Gates and Flood Gates

DECISION RENDERED OCTOBER 21, 1937

"The decision of President Williams is affirmed. The subject-matter of lock gates and flood gates is not covered by the agreement between the Boiler Makers and Iron Workers and the dispute in ques-

tion is subject to arbitration section of the agreement as follows:

"Section 7. Any further disputes that may arise between the parties of this agreement shall be first considered by the respective General Presidents. Upon their failure to agree, the question shall be submitted to arbitration. None of the work definitely decided upon in this agreement shall be subject to further arbitration."

Jurisdiction Over Operation of Electric Generators for Welding Purposes

DECISION RENDERED OCTOBER 25, 1937

The Decision of the Referee is that the binding national decisions of the American Federation of Labor, the Building and Construction Trades Department of the American Federation of Labor and the National Board of Jurisdictional Awards cover the operation of electrical welding apparatus and that such operation is incident to the trade doing the welding. The decision of the Newark Committee on Jurisdictional Disputes is overruled and the jurisdictional right to operate electric welding sets is held to be, by existing decisions, within the jurisdiction of the trade doing the welding.

Pointing and Caulking of Steel Window Frames When Incased in Brick Walls

DECISION RENDERED NOVEMBER 18, 1937

The decision of the St. Joseph, Mo., Joint Arbitration Board awarding jurisdiction over the pointing and caulking of steel window frames, when encased in brick walls, to the International Association of Bridge and Structural Iron Workers is reversed and such work, when done with mortar

or plastic materials of any kind is held to be within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America.

Decision of the Referee on the Interpretation of the Agreements Between the Bricklayers, Masons and Plasterers' International Union of America and the Operative Plasterers and Cement Finishers' International Union of America Relating to Artificial Stone and Marble and Acoustical Tile.

DECEMBER 20, 1937

The Referee decides that the installation of the material in question on the Library of Congress Annex comes under the 1929 agreement and is, therefore, under the terms of the agreement, within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America. The material is in no real sense, except in its acoustical properties, similar to the acoustical tile which was the subject of the 1930 agreement. There may be border line cases between the two types of material covered in the agreements of 1929 and 1930 but this material is not one of them. It is clearly on the side of artificial stone, rather than on the side of materials similar to acoustical tile or, particularly, the U. S. Gypsum product known as Acoustone. Moreover, its installation follows the craft method used by the Bricklayers, Masons and Plasterers' International Union.

This decision applies only to the interpretation of the agreement between the Bricklayers and Operative Plasterers' Unions.

(Signed) JOHN A. LAPP, *Referee*

Jurisdiction Over the Unloading of Ready Mixed Concrete from Certain Types of Trucks to the Ground on Building and Construction Jobs.

DECISION RENDERED JANUARY 17, 1938

The Referee decides that the unloading of ready mixed concrete from trucks to a building or construction job, by means of machinery, attached to the truck, that removes the concrete from the bin of the truck, and the operation of the motor or piece of machinery used in unloading, is the work of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America.

Decision of the Referee on the Question of Drying and Handling Sludge at the Southwest Sewage Treatment Works in Chicago.

MAY 2, 1938

THE DECISION

The erection of the process, piping, ducts and equipment for the drying and handling of sludge at the Southwest Sewage Treatment Works at Chicago is within the jurisdiction of the International Brotherhood of Boiler Makers and Iron Ship Builders and Helpers of America.

Memorandum to the Decision on the Drying and Handling of Sludge at the Southwest Sewage Treatment Works in Chicago.

MAY 25, 1938

This decision is limited to the fabricated steel ducts, through which sludge passes in the drying process, as explained in the opinion accompany-

ing the decision. It does not apply to the piping of coal, which was specifically withdrawn from the complaint, nor does it apply to the equipment between the furnace and the pre-heater or between the pre-heater and the roof. It does not apply to any other portion of the equipment which is regularly in the jurisdiction of any other International Building and Construction Trades Union.

(Signed) JOHN A. LAPP, *Referee.*
Building and Construction Trades Dept.,
American Federation of Labor.

Decision in the Matter of Setting of Vitrolite and Similar Forms of Structural Glass

JUNE 14, 1938

THE DECISION

The Referee finds and decides that the setting of vitrolite and similar structural glass on inside work belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America, except when such structural glass is set in panels, sash, frames or mouldings or with toggle bolts, screws, rosettes or similar fastenings, or secured in some other manner common to the work of the Glaziers. The Referee finds and decides that vitrolite and similar structural glass, when set on outside walls of buildings or structures, in mortar, cement or plastic material or when anchored to the wall in the manner common to the trade of the Marble Setter, belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America.

The Referee finds and decides that all outside work around windows and entrances in store and

office fronts opening on streets, arcades, corridors or other public places, including columns at such entrances, belongs to the Brotherhood of Painters, Decorators and Paperhangers of America. The above shall include substantial borders not exceeding three feet around such windows and entrances. Other outside installation of structural glass on exterior walls belongs to the Brotherhood of Painters, Decorators and Paperhangers of America, if set on one or more sides in panels, frames or mouldings or with metal or other strips used to support it or if secured with toggle bolts, screws or similar fastenings, despite the additional use of any form of plastic or mastic composition.

The installation of structural glass, when used as background for store and office signs and advertising, is within the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America.

When glass is used of a thickness of more than one-half inch, its installation belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America, unless it is set in sash frames, doors or skylights in a manner similar to that used by Glaziers.

Wherever at this time any local agreement exists which is affected in any way by this decision, the effective date of this decision shall be in such cases three months from this date, or September 14, 1938, otherwise the decision is effective as of this date.

The Referee is aware of the fact that there are many variations in the installation of structural glass and that some specific cases may not be covered by this decision. He believes that the Inter-

national Officers of the two Unions involved can readily find a solution for any specific application on the basis of the broad principles laid down in this decision and he suggests that on the basis of this decision, provision be made that any dispute over its application be referred for interpretation to the Referee or some other impartial agency.

Jurisdiction Over the Assembling and Erection of Certain Meal Bins, Grit Bins and Grain Bins in the Eichler Brewery, New York City.

OCTOBER 31, 1938

THE DECISION

The decision of the Building Trades Employers' Association of the City of New York, granting jurisdiction over the erection of grain storage bins in the Eichler Brewery to the International Association of Bridge, Structural and Ornamental Iron Workers is overruled and the dispute is declared to be one which must be submitted to arbitration according to the provisions of Section 7 of the agreement between the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers and the International Association of Bridge, Structural and Ornamental Iron Workers.

(Signed) JOHN A. LAPP, *Referee.*

DECISION RENDERED BY PETER ELLER, NATIONAL REFEREE IN DISPUTE OVER ASPHALT AND RUBBER TILE, ROLL AND SHEET LINOLEUM.

July 6, 1942.

United Brotherhood of Carpenters and Joiners of America.

Brotherhood of Painters, Decorators and Paper Hangers.

United Slate, Tile, and Composition Roofers, Damp and Waterproof Workers' Association.

Bricklayers, Masons and Plasterers' International Union.

Operative Plasterers and Cement Finishers' International Union.

In addition, briefs setting forth the claims of the respective organizations were also sent to the Referee.

After due and careful consideration, it is the decision of the Referee that the jurisdiction of the work in question be divided between the United Brotherhood of Carpenters and Joiners, and the Brotherhood of Painters on the following basis:

To the Brotherhood of Painters, Kansas City, Missouri and all territory to the Westward.

To the United Brotherhood of Carpenters and Joiners, all territory East of Kansas City.

In connection with the decision above stated, the following recommendations are made:

1. That members of the Tile Setters affiliated with the B. M. P. I. U., and the Cement Finishers affiliated with the O. P. C. F. I. A. capable of doing this work be taken into either or both the organizations above mentioned without payment of initiation fee and without losing their membership in their own organizations, somewhat on the basis of the agreement now existing between O. P. C. F. I. A. and B. M. P. I. U. relative to the exchange of cards in connection with plastering.
2. On account of the prolonged controversy over

the work in question, it is suggested that this decision be not made effective for three (3) months so as to permit of any necessary adjustments on existing contracts.

3. This decision deals solely with the material mentioned above when used on floors and characterized as "resilient floors" or "resilient floor coverings." It does not cover roofing nor the application of these materials to walls.

P. W. ELLER,
National Referee.

DECISIONS RENDERED BY NATIONAL REFEREE WILLIAM L. HUTCHESON.

Decision by the National Referee of the Building and Construction Trades Department, William L. Hutcheson, in the jurisdictional dispute between International Hod Carriers, Building and Common Laborers Union of America and United Association of Journeymen Plumbers and Steamfitters of the United States and Canada in the matter of installation of non-metallic piping for sewers.

The following is a resume, conclusions and findings by the National Referee for the Building and Construction Trades Department, in the case of the jurisdictional dispute between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, in the matter of: installation of non-metallic pipe for sewers.

The hearing was called to order, by the Referee, on Monday, October 8, 1945, at 10 a. m., in the Netherland Plaza Hotel, Cincinnati, Ohio.

Present at the hearing were representatives of the Hod Carriers and Common Laborers' Union; Plumbers and Steamfitters; Bricklayers International Union and the Brotherhood of Teamsters.

Representatives of the Hod Carriers and Common Laborers' submitted preliminary objections to the Referee having jurisdiction in the dispute.

Their objections were primarily based on the contention that there was in existence an agreement between the Hod Carriers, Building and Common Laborers' Union and the United Asso-

ciation of Journeymen Plumbers and Steamfitters, and in substantiation of their contention they submitted an agreement as of the date, January 23, 1941, between the two organizations.

In their remarks in reference to their preliminary objections the statement was made by representatives of the Hod Carriers and Common Laborers' that they were ready to meet any of the trades that have any claim to work covered in the agreement.

Representatives of the United Association of Plumbers and Steamfitters replied to the objection raised by representatives of the Hod Carriers and Common Laborers' but stated that they recognized the agreement as of January 23, 1941.

After hearing both parties present their views in reference to the agreement, and listening to considerable discussion, the Referee stated that he was placed in the position of having to make a ruling on the agreement as of January 23, 1941, and ruled that said agreement was a bona fide agreement, without any interpretation of the meaning thereof, and should stand as an agreement between the two organizations; with the understanding that there should be no infringement upon the jurisdiction of other organizations.

After the above ruling was made the two contesting parties were asked to arrange to meet and see if some mutual understanding could be arrived at, after which the hearing was adjourned at 11:30 a. m. (October 8) until the next morning at 10 a. m.

The hearing was reconvened on Tuesday, October 9, at 10 a.m.

A report was asked for by the Referee as to what, if any, progress was made in reference to

reaching an understanding, and it was stated that no understanding was reached.

The Referee then stated that while it was permissible for the two organizations to enter into an agreement, such as was reached January 23, 1941, inasmuch as no understanding was reached yesterday afternoon in the conference that was held by representatives of the two organizations, he would rule that the case which was referred to him by the Acting President of the Building and Construction Trades Department in May, 1944, would be heard as per that arrangement.

A representative of the Hod Carriers then asked if the dispute before the Referee was covered by the agreement.

The Referee, in reply to that question, stated that until he heard the evidence he would not be able to determine whether it came under the agreement, or whether it did not, and that he would reach that conclusion after he had heard the evidence.

A representative of the Hod Carriers and Common Laborers' then stated, if a hearing was going to be held on the merits of the case they were in the unfortunate position of being unable to participate, for the reasons: that the agreement itself is self-explanatory to some degree, and in order to clarify it more, the respective International Presidents of the disputant parties appointed committees for the purpose of clarification, and when they reached an interpretation they sent a letter to the respective International Presidents, which letter they stated they wished to read.

Objections were raised by representatives of the Plumbers which brought forth a discussion as

between they and representatives of the Hod Carriers and Common Laborers' after which the Referee stated that he would allow the letter to be read and then determine whether it would go into the record, or whether it would not.

After the letter was read the Referee asked what the purpose for reading it was, and was answered by a representative of the Hod Carriers and Common Laborers' that the purpose in reading the communication was to show that the interpretation arrived at by the committee was in good faith.

The Referee then ruled that in the original agreement no reference was made in regards to appointing a committee to interpret the meaning thereof, and further ruled that the letter would not appear in the record.

After some discussion and statements by representatives of the two organizations, during which reference was made to a decision rendered by Acting President of the Building and Construction Trades Department, representatives of the Hod Carriers and Common Laborers' asked to be excused on the grounds that participation by them in the hearing on the merits of the case would constitute a waiver of their rights, with leave to appeal the matter further.

In the discussion they were asked if they wished to appeal. They stated: With leave to appeal the matter further. They were informed that it was up to them to follow the laws of the Department and the Federation inasmuch as the Referee had no authority to say whether they had a right to appeal or whether they did not.

Representatives of the Hod Carriers and Common Laborers' further contended if they anticipated

that they would waive their rights as the work in contention was covered by the agreement which had been recognized, and inasmuch as they had other tribunals to go to they interjected the last request that they be given leave to appeal.

A discussion (off the record) was had at this point, when it was again asked by one of the representatives of the Hod Carriers that his point be made a part of the record. Asked to repeat his statement, he stated, they were unable to participate in the case on its merits. He was asked if he wanted to use the word "unable" or "unwilling." He replied, we are placed in the position of being unable to participate in the hearing by reason of the fact that it would constitute a waiver of our rights, in the absence of a ruling by the Referee as to whether the dispute was covered by the agreement.

They were informed by the Referee that it would be a part of the record as to why they were not going to participate.

The Plumbers then proceeded to present evidence to substantiate their claim for work, as per the decision of Acting President Gray.

They presented extensive briefs and evidence to substantiate their claim, consisting of numerous exhibits and illustrations of installations of the work in contention.

After they completed presentations of their evidence the matter was reported to the Executive Council of the Building and Construction Trades Department for consideration, and action, for the benefit and information of the Referee as to what the desires of the Council were in reference to making a finding and decision, because of the Hod Carriers and Common Laborers' withdrawing from

the hearing; after which the Executive Council took the following action:

"Action of Council: Referee should proceed and render decision in accordance with Section 7, Page 26 of Constitution of Department.

"Vote: Unanimous. V. P. Hutcheson not voting."

Pursuant to the foregoing action of the Executive Council, and after reviewing the evidence, I have reached the following conclusion:

That the agreement as referred to between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, covers work on subways, tunnels, highways, viaducts, streets and roadways in connection with sewers and water mains, and therefore, does not apply to the question at issue, which is, the decision rendered by the Acting President of the Building and Construction Trades Department, Richard J. Gray, which was rendered under date of March 13, 1944, in the dispute between Laborers and Plumbers over the laying of sewer pipe from main sewer into dwelling, or from inside property line to dwelling, and is not in any way referred to by the agreement of January 23, 1941, entered into between the two organizations.

Records show that the request for a decision came to the Acting President in the regular manner, and that he rendered his finding on the date of March 13, 1944, and in referring to the matter stated it was a jurisdictional dispute between Laborers' and members of the Journeymen Plumbers and Steamfitters over the laying of lateral sewer pipe from main sewer into dwelling or from

inside property line to dwelling, and the following decision was rendered:

"DECISION"

The work in dispute shall be done by members of the United Association of Journeymen Plumbers and Steam Fitters.

In the opinion of the undersigned, acting as Referee, the decision rendered by Acting President Gray, was in conformity with the evidence submitted to me as Referee, and in no way comes under the agreement entered into between the two contending organizations as of January 23, 1941.

Therefore my decision is as follows:

October 13, 1945.

1. That the agreement, dated January 23, 1941, between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada is a bona fide agreement between the two organizations, but should not be accepted by the Department until clarifying language is inserted therein giving to the Bricklayers' International organization jurisdiction over work on sewers which they have heretofore performed.

Also that there should be a clarification in reference to the unloading and distributing of pipe so that there would be no infringement upon the recognized jurisdiction of the Teamsters International organization.

There should also be a further clarification if any other organization presents evidence to show that the agreement infringes upon their jurisdiction.

2. That the laying of lateral sewer pipe from main sewer into dwelling, or from inside property

line to dwelling is work that should be done by, or under the supervision of, members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada.

WM. L. HUTCHESON (Signed)

National Referee,
Building and Construction Trades Department

(NOTE—This in no way deletes or expunges from the records of this Department the letter of March 9, 1946, addressed to the Morris County, New Jersey, Building and Construction Trades Council or the advice contained in Vice President Hutcheson's telegram of March 27, 1946.)

Pointing, Taping and Filling of Joints on Wall Board

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the pointing, taping and filling of joints on wallboard in preparing it to receive paint and other wall coverings, involving the Brotherhood of Painters, Decorators and Paperhangers of America; Bricklayers, Masons and Plasterers International Union of America and the Operative Plasterers and Cement Finishers International Association of the United States and Canada, a hearing was held in the Executive Council room, American Federation of Labor building, May 6, 1947.

Representing the organizations involved were: Harry C. Bates, President of the B. M. and P. I. U. of A.; John E. Rooney, President of the

O. P. and C. F. I. A.; L. P. Lindelof, General President, B. of P. D. and P. of A.; Joseph P. Hillock, Painters, Washington, D. C.; J. C. Moenick, Secretary-Treasurer, Painters District Council, Chicago, Ill.; Milton R. Stephens, Plasterers, Washington, D. C., and Walter Redmond, International Secretary of the O. P. and C. F. I. A.

After giving the statements made, and evidence submitted, careful consideration I have reached a conclusion and render the following decision; to wit:

When plaster material is used to do pointing and filling it shall be the work of members of the Operative Plasterers and Cement Finishers International Association of the United States and Canada—and/or—members of the Bricklayers, Masons and Plasterers International Union of America.

When adhesive materials are used it shall be the work of members of the Brotherhood of Painters, Decorators and Paperhangers of America.

Respectfully submitted,

WM. L. HUTCHESON (Signed)

Referee,

Building and Construction Trades Department.

Sitting with Referee at hearing were: Vice Presidents Wm. J. McSorley and Robert Byron of the Building and Construction Trades Department.

Erection of Catwalks and Stairways

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of catwalks and stairways involving the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America, a hearing was held in the Executive Council room, American Federation of Labor building, May 8, 1947.

Representing the organizations involved were: P. J. Morrin, General President; J. H. Lyons, General Secretary; J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; also Clyde F. Strickland, Vice President and Leslie L. Myers, Washington, for the Iron Workers and J. V. Kearney, International Vice President and T. L. Wants, Special Representative, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

Representatives of the two Internationals appeared before the undersigned, as Referee, and submitted briefs and evidence to substantiate their claims, and among other things presented an agreement entered into between the two organizations in 1928. Their attention was called to the provisions of Sections 37 and 38 of the Constitution of the Building and Construction Trades Department which set forth:

"Nothing in Sections 37 and 38 is to be construed as giving any organization the right to reopen any case listed by the Building and Construction Trades Department and published in the records of the Department."

After their briefs were presented a full discussion was held in reference to the matter and it is the opinion and conclusion of the undersigned that the decision rendered by the President of the Department under date of January 27, 1947, would seem to be as clear a clarification of their agreement in reference to the erection of catwalks and stairways as could be arrived at under the wording of the agreement, and I herewith quote the decision of the President of the Building and Construction Trades Department as of January 27, 1947.

"Where catwalks, ladders and stairways are erected in connection with bubble towers and tanks and are attached to the structural steel supports this work shall be the work of the members of the International Association of Bridge, Structural and Ornamental Iron Workers.

"Where such catwalks, ladders and stairways are riveted or welded to the watertight sections of the bubble towers or tanks this work shall be done by the members of the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers."

Respectfully submitted

WM. L. HUTCHESON (Signed)

Referee,

Building and Construction Trades Department.

Sitting with Referee at the hearing were: Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

Q-Panels

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of aluminum Q-panels involving the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers, a hearing was held in the Executive Council room, American Federation of Labor building, May 7, 1947.

Representing the organizations involved were P. J. Morrin, General President; J. H. Lyons, General Secretary and J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; Glenn Hurley, Superintendent, H. H. Robertson Company; George Bigelow, Manager of Erection, H. H. Robertson Company, and George L. Illig, Contract Department, H. H. Robertson Company, and Robert Byron, General President, Sheet Metal Workers International Association and Joseph Fredericks, Sheet Metal Workers International Association.

At the hearing held, briefs were submitted and statements made by the contesting parties, as well as a display of the material in question.

In the statements made by representatives of the two Internationals, considerable emphasis was made in reference to decisions rendered some years ago giving to the Sheet Metal Workers jurisdiction over the installation of metal of ten gauge or

lighter, but the question before the Referee in this case was the installation of Q-panels.

After giving the evidence as submitted due consideration I am of the opinion that:

The erection of Q-panels, which was the point at issue, when fastened to the steel structure of a building, should be the work of members of the International Association of Bridge, Structural and Ornamental Iron Workers.

However, any flashing or ventilator work in connection therewith should be the work of the members of the Sheet Metal Workers International Association.

Respectfully submitted,
WM. L. HUTCHESON (Signed)
Referee,
Building and Construction Trades Department.

Sitting with Referee at the hearing were: Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

Robertson Protected Metal

May 19, 1947

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of Robertson Protected Metal involving the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers, a hearing was held in the Executive Council room,

American Federation of Labor building, May 7, 1947.

Representing the organizations involved were P. J. Morrin, General President; J. H. Lyons, General Secretary and J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; George Bigelow, Manager of Erection, H. H. Robertson Company, and Robert Byron, General President, Sheet Metal Workers International Association, and Joseph Fredericks, Sheet Metal Workers International Association.

When this case came on for hearing on the question of erection of Robertson Protected Metal, in presenting their briefs and evidence, the two contestants both referred to a ruling or decision rendered under date of May 26, 1923, by the former Board of Jurisdictional Awards, and while it was admitted by representatives of both International organizations that the ruling made as above referred to; namely May 26, 1923, has been recognized and published in the records of the Building and Construction Trades Department, attention was also called to Paragraph 5, Section 38 of the Constitution of the Building and Construction Trades Department which sets forth:

"Nothing in Sections 37 and 38 is to be construed as giving any organization the right to reopen any case listed by the Building and Construction Trades Department and published in the records of the Department."

Under that provision I can only reach the conclusion that as Referee I would have no right to render a definite decision in the case at issue.

If the two contesting International organizations desire a clarification of the action taken by the

former Board of Jurisdictional Awards under date of May 26, 1923, they could by joint request ask for such interpretation or clarification.

Respectfully submitted

WM. L. HUTCHESON (Signed)

Referee,

Building and Construction Trades Department.

Sitting with Referee at the hearing were: Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

DECISIONS OF NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES, BUILDING AND CONSTRUCTION INDUSTRY & HEARINGS PANELS.

DECISION OF JOINT BOARD NO. 3

Beer Lines, Wort Lines, Yeast Lines, CO_2 Lines, and Refrigeration in Connection With Attemperator Tanks

AUGUST 20, 1948

Dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Sheet Metal Workers' International Association.

The issue in dispute is the installation of copper piping in breweries for beer lines, wort lines, yeast lines, CO_2 lines, and refrigeration in connection with attemperator tanks.

After carefully considering all of the evidence and argument as presented by both sides, the Joint Board decides as follows:

The installation of streamlined or other manufactured copper pipe or fittings for beer lines, wort lines, yeast lines, CO_2 lines is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fittings Industry of the United States and Canada. The installation of copper attemperator coils in the interior of tanks and vats in breweries is the work of the Coppersmiths, members of the Sheet Metal Workers' International Association.

The decision of the Joint Board is unanimous.

WM. J. MCSORLEY,
HARRY C. BATES,
ARTHUR H. WELLS,
A. HERRMANN WILSON,
JOHN T. DUNLOP,
Chairman.

DECISION OF JOINT BOARD NO. 15

Steel Decking, Roofing, Flooring, Raceway for Electrical Wiring

AUGUST 21, 1948

Dispute between the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers.

The issue in dispute is that involved in cases 15 and 22. The Joint Board may consider the whole issue of the installation of steel decking in accordance with the agreement between the two unions.

After carefully considering all of the evidence and argument as presented by both sides, and two intervening organizations, the Joint Board decides as follows:

The installation of steel decking for roofing, if 10 gauge or lighter, is the work of the Sheet Metal Workers International Association. The installation of steel decking for flooring is the work of the International Association of Bridge, Structural and Ornamental Iron Workers. This decision cannot alter previous decisions of record, such as January 26, 1928 (Holorib), May 19, 1947 (Q-Panel), June 3, 1948 (Metro-Deck). Whenever steel decking for flooring or roofing is used as a raceway for electri-

cal wiring the electrical work in connection with the raceway is that of the International Brotherhood of Electrical Workers.

The decision of the Joint Board is unanimous.

WM. E. MALONEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
ALBERT BEEVER,
JOHN T. DUNLOP,
Chairman.

JOINT BOARD NO. 2

Pre-Heating and Stress Relieving of Welds

SEPTEMBER 22, 1948

Dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the International Brotherhood of Electrical Workers.

The issue in dispute is the pre-heating and stress relieving of welds.

After carefully considering all of the evidence and argument as presented by both sides the Joint Board decides as follows:

The installation of induction pre-heating and stress relieving equipment, including the wrapping of coils, is the work of the International Brotherhood of Electrical Workers.

The installation of manufactured resistance coils shall be the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry.

The operation of the pre-heating and stress relieving equipment and instruments for pipe welding is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry.

The decision of the Joint Board is unanimous.

WM. J. MCSORLEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
C. J. ESBENSHADE,
JOHN T. DUNLOP,
Chairman.

CLARIFICATION BY JOINT BOARD NO. 2

FEBRUARY 28, 1949

Board of Trustees,
National Joint Board for Settlement of
Jurisdictional Disputes,
901 Massachusetts Avenue, N. W.,
Washington 1, D. C.

Re: JOINT BOARD NO. 2

Dear Sirs:

Joint Board No. 2 has carefully considered the issues raised by correspondence from the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry and the International Brotherhood of Electrical Workers concerning our decision of September 22, 1948, as directed by the Board of Trustees of January 11, 1949.

The Joint Board finds that the issues now referred to it concerns the unwrapping of induction coils, the handling and moving of the equipment including the secondary cable leads, the installation of water cooled coils and the wrapping of resistance coils—as distinguished from the installation of manufactured resistance coils.

The Joint Board has reviewed the full record of its proceedings, and the recent letters from the two organizations, and has unanimously concluded that

these issues are covered by paragraph one of its decision.

Very truly yours,

(Signed) WM. J. MCSORLEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
C. J. ESBENSHADE,
JOHN T. DUNLOP,
Chairman.

DECISION OF JOINT BOARD NO. 17

Operation of Gasoline Driven Electric Generators for Welding

OCTOBER 27, 1948

In the dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the International Union of Operating Engineers.

The issue in dispute is the operation of gasoline driven electric generators for welding.

After consideration of the evidence and argument advanced by all parties, the Joint Board decides that the work in dispute is covered by Resolution 124 (American Federation of Labor, Norfolk Convention) and is the jurisdiction of the International Union of Operating Engineers.

The decision of the Joint Board is unanimous.

JOHN E. ROONEY,
L. P. LINDELOF,
FRANK W. BARNES,
CYRIL J. STATT,
JOHN T. DUNLOP,
Chairman.

ASH HOPPERS AND FURNACE BOTTOMS

OCTOBER 6, 1950

The dispute referred to the Hearings Panel, which held its hearing in Washington, D. C., on August 29, 1950, is decided as follows:

The installation of ash hoppers is within the jurisdiction of the Iron Worker; the installation of furnace bottoms is within the jurisdiction of the Boilermakers.

For the purposes of providing a line of demarcation between furnace bottoms and ash hoppers for the purpose of determining the jurisdiction of work between the two trades:

(a) A furnace bottom shall be defined as that bottom part of the furnace or chamber subject to direct and continuous exposure to the fire in the furnace that is air and/or water tight.

(b) An ash hopper is any container for ash which is not subject to direct and continuous exposure to the fire in the furnace whether or not air or water tight.

As stated in the minutes of the hearing of August 29, 1950, the above decision does not affect the recognized jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, United Brotherhood of Carpenters and Joiners of America, Sheet Metal Workers International Association, International Union of Operating Engineers, and the Bricklayers, Masons and Plasterers' International Union of America as stipulated on the record by both the Iron Workers and Boilermakers during the hearing.

(Signed) HARRY C. BATES.
CHARLES AQUADRO.
JOHN T. DUNLOP.

INSTALLATION OF CEILING SYSTEMS

JANUARY 15, 1968

This dispute, which was referred by the National Joint Board on November 23, 1965, was the subject of hearings before the Hearings Panel in Washington, D. C., March 4, 1966, and May 16 and 17, 1966. The decision of the Hearings Panel was issued August 24, 1966, but was stayed because of court litigation until January 15, 1968. The decision of the Hearings Panel, which was upheld by decisions of the U. S. District Court for the District of Columbia, the U. S. Court of Appeals for the District of Columbia Circuit and the Supreme Court of the United States, is as follows:

1. The decision of this Hearihgs Panel is limited to the jurisdictional disputes or work assignments in controversy between lathers and carpenters involved in the installation of ceiling systems. Nothing in this decision shall affect the jurisdiction or work assignment of any other trade, such as, but not limited to, the sheet metal workers, electricians, iron workers, etc., with a claim or interest in the installation of ceiling systems. Contractors shall use this decision as a basis for making work assignments only with regard to work in the installation of ceiling systems involving carpenters and lathers.

2. The installation of gypsum wallboard and other types of panels fastened directly to ceiling joists shall be performed by carpenters. In the event that a carrying channel is used with gypsum wallboard or other types of panels attached thereto, notwithstanding paragraph 4(a) below, the contractor may use carpenters to install the carrying channel in areas not exceeding 300 square feet where there are no lathers on the job.

3. The installation of light iron work in ceiling

systems with gypsum, Portland cement, acoustical or other plasters sprayed-on or trowel-applied over lath or directly to structural members shall be performed by lathers.

4. The following types of ceiling systems are included in this paragraph: Direct Hung Suspension System; Attached Concealed System without Backing Board; Furring Bar Attached System; Furring Bar Suspension System; Indirect Hung Suspension System or similar systems.

(a) The installation of the 1½" channel or similar carrying channel and hangers in any of the above types of systems shall be performed by lathers.

(b) The installation of all other work, including the installation of a ceiling system in its entirety if no 1½" channel or other carrying channel is used, shall be performed by carpenters.

5. This decision shall be effective on all work assignments made on construction contracts let after January 15, 1968.

HEARINGS PANEL

PETER T. SCHOEMANN (Signed)
HUNTER P. WHARTON
WM. E. NAUMANN
ED. S. TORRENCE
JOHN T. DUNLOP
(Impartial Umpire)

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APPENDIX C

Procedural Rules and Regulations of the National Joint Board for Settlement of Jurisdictional Disputes and Appeals Board Procedures

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(Printed October, 1970)

PROCEDURAL RULES AND REGULATIONS OF THE NATIONAL JOINT BOARD

These procedures shall apply to:

(a) Contractors who employ members of the organizations affiliated with the Building and Construction Trades Department, AFL-CIO, and who have signed a stipulation setting forth that they are willing to be bound by the terms of the agreement establishing the Joint Board, or who are members of a signatory association of contractors with authority to bind its members, or who are parties to a collective bargaining agreement providing for the settlement of jurisdictional disputes under the procedures herein set forth. The stipulation form adopted by the Joint Board provides:

"Date .....

In signing this stipulation, the undersigned agrees to be bound by the terms and provisions of the agreement establishing the National Joint Board for Settlement of Jurisdictional Disputes. In particular, the undersigned agrees to be bound by the provision of the agreement which states: 'any decision or interpretation by the Joint Board (or Hearings Panel) shall immediately be accepted and complied with by all parties signatory to this agreement.' This authorization shall run for the term of the agreement, and shall continue in effect for each year thereafter unless specifically terminated at the

renewal date of said agreement which is March 31.

(Signed) _____"

(b) All unions affiliated with the Building and Construction Trades Department, AFL-CIO, in the building and construction industry.

MAINTENANCE OF OPERATIONS ON PROJECTS

To prevent jurisdictional disputes from arising on projects or over method of starting a project, unions and contractors, as qualified and designated herein, are directed to follow the procedures outlined below.

CONTRACTOR'S RESPONSIBILITY

1. Contractors subletting work should stipulate that subcontractors be bound by agreement establishing National Joint Board and its procedural rules in assignment of work.

2. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work. For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignment for the work included in his contract. If contractor B in turn shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. It is a violation of the plan for the contractor to hold up disputed

work or shut down a project on account of a jurisdictional dispute.

3. The assignment to be made by the contractor shall be according to the following basis:

(a) Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the contractor shall assign the work in accordance with such agreement or decision of record. Agreements and decisions of record are compiled in the "Green Book" published by the Building and Construction Trades Department, AFL-CIO, ("Agreements and Decisions Rendered Affecting the Building Industry"). Where a national agreement between the disputing trades applies that has been filed with the Joint Board and attested by the Chairman, even though not an agreement of record, the contractor shall assign the work in accordance with such agreement. In negotiating such national agreements between International Unions, consultation with the appropriate management groups on the making of agreements between International Unions is desirable and should be carried on.

Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements.

(b) Where no decision or agreement under (a) applies, the contractor shall assign the disputed work in accordance with the prevail-

ing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

(c) If a dispute has arisen prior to the specific assignment of work where no decision or agreement under (a) applies, or where there is no predominant practice in the locality, the contractor shall nonetheless make a specific assignment according to his best judgment after consulting the representatives of the contesting trades and considering any arguments or facts the trades may wish to present regarding the applicable decisions or agreements of record or practice in the locality. The contractor should also consult any local association of contractors in the locality regarding the established practice.

4. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by the Joint Board or by agreement between the International Unions involved.

(a) Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

(b) Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall

not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and in any event within eight working hours following the start of the work, takes positive steps to stop further unauthorized performance of the work by that trade.

5. In the event that there is any stoppage of work, or threat of a stoppage, or cessation of operations, arising out of jurisdictional dispute following an assignment of work, the contractor is to notify immediately the Chairman of the Joint Board, 815 16th Street N.W., Washington, D. C. 20006.

Such notice of work stoppage shall indicate:

The contractors
Their addresses
Project
Location
The disputing trades
An account of the events leading to the work stoppage or threatened work stoppage
A full and detailed description of the work in dispute.
The assignment of work that has been made and
The contractor making the assignment.

UNION'S RESPONSIBILITY

1. The agreement provides (Article VI, Section 1) that "Pending a decision by the Board or such settlements as may be arrived at through the office of the Chairman of the Joint

Board, there shall be no stoppage of work arising out of any jurisdictional dispute."

2. When a contractor has made a specific work assignment, all unions shall remain at work and process any complaint over a jurisdictional dispute in accordance with the procedures herein established by the Joint Board. Any union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. The Joint Board is prohibited from taking action on protests directly from Local Unions or Building and Construction Trades Councils.

3. An International Union may file with the Joint Board a protest against the work assignment of a contractor on a particular project. Such protest of assignment shall indicate the project, the name and address of contractors, location of the project, the disputing trades, an account of events leading to the work assignment, and a full and detailed description of the work in dispute. The International Union shall also indicate the basis of its protest of the assignment by the contractor. The International Union shall cite any decision or agreement of record on which its protest is based. When no decisions or agreements of record are applicable the International Union shall cite the basis for its protest of assignment. Any International Union may also notify the Joint Board of a work stoppage engaged in by another union. The International Union before filing a request for a job

decision shall advise its local union to notify the contractors of its claim for the disputed work and to seek to settle such dispute prior to filing the case with the Joint Board.

When the International Union filing a request for a job decision is directed to comply with the requirement of notification to the employer of a jurisdictional dispute, a compliance notice shall be forwarded to the Chairman of the National Joint Board, who shall forward a copy of such notice to the other union or unions involved in the dispute prior to consideration and decision of the National Joint Board.

4. When an International Union has been directed by the Joint Board to direct the return of men to work, or to furnish men to a project, in a jurisdictional dispute, the General President of the International Union shall promptly comply with the order of the Joint Board. He shall use all the authority of the International Union to secure prompt compliance with a cease-work-stoppage order of the Joint Board.

In line with the intent of the above paragraph, picket lines of a jurisdictional nature must be handled immediately by the Chairman of the National Joint Board. The Chairman, when a jurisdictional picket line is brought to his attention, will immediately send a communication to the Building and Construction Trades Council and to the International whose local has put up the picket line. In addition, a communication will be sent to any other internationals whose local is recognizing the picket line.

5. The following declaration of policy by the Building and Construction Trades Unions is to be observed:

WHEREAS it is recognized that the establishment of picket lines for purposes of objecting to the assignment of work in the building and construction trades results in jurisdictional strikes; and

WHEREAS such picketing and resultant strikes are in violation of the Constitution of the Building and Construction Trades Department; and

WHEREAS it is herewith the unanimous desire of the General Presidents, the Executive Council of the Department, and the officers of the Department to put a stop to all such illegal picketing, we do on this 15th day of July 1952 herewith declare our policy to be as follows:

1. That no Local Union of an affiliated International Union whose International Union's President's signature appears below shall institute or post picket lines for jurisdictional purposes. To do so will result in immediate disciplinary action by the International President of such Local Union.

2. That no Local Building and Construction Trades Council shall authorize or lend support to any picketing for jurisdictional purposes. To do so will result in immediate steps by the Department officers to revoke the charter of such local Building and Construction Trades Council.

3. That in event pickets are posted by any union for jurisdictional purposes it is our de-

clared policy that all unions are to ignore such picket line pending appropriate disciplinary action by the International President of the Local Union posting such picket line.

4. Each International President is to forward a copy of this Declaration of Policy to all his affiliated Local Unions and District Councils.

The Department officers shall forward a copy of this Declaration of Policy to each Local and State Building and Construction Trades Council.

PROCEDURES USED BY THE JOINT BOARD:

A. *Work stoppages and Violations of Procedural Rules.*

1. When the Joint Board has received from a contractor or from an International Union notice of a jurisdictional work stoppage, the Chairman of the Joint Board shall notify the General President of the Union (or Unions) engaged in the work stoppage and shall instruct the General President to direct the members on strike to return to work and to perform their assigned work, and to keep work in continuous operation pending a settlement of the dispute. A copy of such return-to-work instructions from the Chairman shall be sent to the contractor, to the other International Union (or Unions) involved in the jurisdictional dispute, and to the President of the Building and Construction Trades Department, AFL-CIO.

2. When the Joint Board has received notice from an International Union that a contractor subject to the plan for the Settlement of Juris-

dictional Disputes has failed to follow the procedural rules of the Joint Board set forth in the section above on Contractor's Responsibility, the Chairman shall instruct the contractor to comply with the procedural rules in the making of any assignment of work. A copy of such instruction to the contractor from the Chairman shall be sent to the International Unions involved in the dispute over work assignments. These instructions do not constitute a job decision by the Joint Board on the merits of the dispute. They are intended to keep work in continuous operation pending a settlement of the dispute.

B. *Job Decisions.*

When the Joint Board has received a protest of work assignment from an International Union or a request for a job decision from a contractor, it shall proceed to make a job decision as outlined below; provided, however, the Joint Board will not make a job decision in a jurisdictional dispute while there is a work stoppage.

1. Any request for a job decision shall contain the following information:

Name and address of the contractors
Name and l cation of the project
Disputing trades
An account of the events leading to the dispute
The assignment of work made by the contractor
Steps already taken to adjust the dispute
A full and detailed description of the dis-

puted work, including pictures, prints or drawings whenever possible, of the disputed work.

When the request is made by an International Union, it shall also state the basis for the claim of work.

2. An International Union shall file one copy of each request for a job decision.

A contractor shall file an original and three copies of each request for a job decision when two unions are involved and an additional copy for each additional union involved, if any.

3. Notice of such request for a job decision when made by an International Union shall be promptly sent by the Chairman to the other International Union (or Unions) directly involved in the dispute; a copy of the request shall be sent promptly by the Chairman to both (all) International Unions directly involved in the dispute when the request for a job decision is filed by a contractor.

The Chairman, subject to review by the Joint Board, shall have discretion when there is a work stoppage to treat a contractor's request for a job decision as a request to return men to work.

4. When notice of a request for a job decision has been sent to an International Union directly affected, such International Union shall be allowed five business days (except as provided below) in which to state its position to the Joint Board. The International Union shall be notified of this period at the same time it is sent notice of the request for a job decision.

When an International Union requests a job decision and its members remain off the job or hold up disputed work, processing for such decisions shall not start until the International Union has returned its members to work. Upon notification to the Joint Board that the members have returned to work, the usual five-working-day request for position and information will apply.

When a local union remains off the job or establishes a picket line forcing a contractor to request a job decision, and the Joint Board decides that the work in dispute is properly the work of the striking or picketing trade, the effective date of the Joint Board decision shall be delayed by the number of work days the work stoppage or picket line was in effect. For the purpose of this section, computation of the number of days shall start with the date of receipt of the Joint Board notification of the work stoppage or picket line by the International Office of the union involved. During the delay period provided for above, the disputed work shall proceed in accordance with the contractor's original assignment.

5. Where a request for a job decision has been filed with the Joint Board by an International Union, the affected contractor (or contractors) shall be notified and shall be requested to furnish a full description of the disputed work.

6. Where two International Unions have established procedures for the adjustment of jurisdictional disputes without resorting to Joint Board procedures, they shall be allowed

a reasonable length of time as determined by the Chairman of the National Joint Board in which to effect a settlement. If the International Representatives so assigned are unable to reach agreement, they shall jointly render a statement of facts of the dispute to their International Presidents for presentation to the Joint Board for a job decision. (See page 22)

7. (a) Joint Board Procedure. When a dispute is filed, the Joint Board shall in all cases first investigate the claims of the disputing parties to determine whether or not a disposition thereof has been made by a previous decision of record or by recorded agreement between the parties to this dispute and issue a ruling as to the decision or the agreement governing in the case, and determining which one of the parties to the dispute has a rightful claim to the work under the agreement or decision of record.

(b) If the Joint Board finds that the dispute is not covered by a decision or agreement of record, it shall render a job decision, in which the Board should consider the established trade practice and prevailing practice in the locality, and such job decision shall be effective on the particular job only on which the dispute occurred.

(c) When the Joint Board has decided to process a dispute on the basis of "prevailing practice," the International Unions involved shall be allowed ten business days in which to submit such evidence to the Joint Board. The International Unions shall be notified of this

period in each case processed on the basis of "prevailing practice."

Such notice must also include a clear definition of the work on which prevailing practice is to be secured and the locality from which evidence will be received which will be the same for both trades and will be, unless otherwise specified, the geographical jurisdiction of the Local Building and Construction Trades Council in which the project is located. The Joint Board will consider only evidence which identifies projects within this locality and indicates the contractor on the project. It is desirable wherever possible for the evidence to show the year the work was performed and the amount of work involved.

8. Each job decision of the Joint Board shall state that the job decision was predicated upon the particular facts and evidence before the Joint Board regarding the dispute and shall be effective on the particular job only.

9. The affected Unions and contractors shall promptly comply with each job decision of the Joint Board.

10. In the event any contending International Organization or affected contractor feels that a decision rendered by the National Joint Board has been in error, it shall be privileged, within ten working days of receipt of a decision, either (a) to request reconsideration of a National Joint Board job decision upon submission of additional written evidence; or (b) to request an oral hearing on such decision by the National Joint Board, provided that the job decision has been accepted and put into

effect by the affected parties, and further, that such job decision remain in continuous effect until reconsidered or an oral hearing is held by the Joint Board. The Chairman shall determine the matter of compliance with the job decision in question and, if it is found to be in accordance with the job decision, shall set a date for such reconsideration or oral hearing. The contending International Unions, and in cases where the request for reconsideration or an oral hearing has been filed by a contractor, the contractor shall be notified and given opportunity to present written evidence or be heard in the event of an oral hearing. It is permissible at oral hearings for the affected parties to present witnesses. Requests for postponement of an oral hearing must be received by the Joint Board a minimum of forty-eight hours prior to the date scheduled for the hearing.

11. If, during the course of consideration of a dispute, a majority of the members of the Joint Board vote that there is a substantial and material question of fact which cannot be resolved on the basis of the available evidence, the Chairman of the Joint Board shall temporarily suspend the deliberations and appoint a committee of the Joint Board to investigate and report the facts to the Joint Board. The Committee may, in its discretion, proceed to the location of the dispute or may use any other method to secure agreement between the parties to the dispute on the unresolved questions of fact, or make an investigation, on the basis of which it shall make a report as to

the facts in question. The agreed upon statements of facts, or the Committee's report on the facts, shall be forwarded to the Joint Board, which thereupon will resume its deliberations. No more than fourteen (14) calendar days shall be allowed for this step in the procedure.

12. In addition to all other requirements in these Rules and Regulations with respect to the form of job decisions rendered by the National Joint Board, it is also required that any such decision shall include a brief statement of the description of the work in dispute and the conclusions of the Joint Board with respect to the principal material issues which are involved in the dispute. In the event that a decision is made by a divided vote, the minority shall be entitled to present its views in writing and the minority views shall be distributed together with the majority decision.

13. Because efficiency, cost and good management are essential to the wellbeing of the industry the Joint Board should not ignore the interests of the consumer in settling jurisdictional disputes.

C. *Procedural Rules for Joint Board Meetings.*

1. Alternate as well as regular members of the Joint Board may attend and participate in each meeting.

2. No labor member of the Joint Board shall vote or participate on a case involving the organization from which he is appointed; and alternate labor members shall serve in rotation in place of regular members.

3. Voting in the Joint Board shall be by voice vote.

4. The minutes of the Joint Board shall show the action taken by majority vote; they shall not report the vote of individual members of the Joint Board.

5. Each participant shall present its position on a case in writing to the Joint Board, and the Joint Board shall decide the case on such written record.

6. The following procedural rules shall apply in the application of Section 1(e) of Article III of the Agreement:

(a) When an International Union not having direct representation on the Joint Board requests a job decision, or immediately on being advised that its position is required in a case in which a job decision has been requested by another International Union or by a contractor, such International Union shall notify the Joint Board whether it elects to designate its representative to participate in the discussion of such case.

International Unions having representation on the Joint Board may, in the event of prolonged illness or prolonged official absence of such Joint Board member, petition the Joint Board to accept representation on the same basis as unions without direct representation during the illness of such Joint Board member.

(b) A participating or stipulated employer national association not having direct representation on the Joint Board shall notify the Joint Board whether it elects to designate its

representative to participate in the discussion of a particular case.

(c) Such representatives shall be present at the offices of the Joint Board for the first meeting of the Joint Board following the date on which the position of the International Union is due, unless otherwise notified by the Joint Board.

(d) When such a case is called on the agenda at a meeting of the Joint Board, such representatives shall enter the meeting and participate in the discussion of the case. If an International Union or a participating or stipulated employer national association does not notify the Joint Board that it desires to send its representative or if such representative does not appear, the Joint Board shall proceed without such representative.

(e) An International Union or participating or stipulated employer national association not having direct representation on the Joint Board shall be entitled to participate in the discussion preceding a job decision on an appeal from a local plan recognized by the Building and Construction Trades Department.

D. *Locality Decisions*

The Joint Board may, at its discretion, hold oral hearings on repetitive disputes not governed by a decision or agreement of record for the purpose of rendering a decision applying in the locality as defined by the Board. The Joint Board will consider cases for the application of this procedure made by an International

Union, a signatory national contractors' association, or by a stipulated local contractors' association. The Joint Board, however, reserves the right to decide whether to proceed to a locality decision or to continue to process requests in the locality on the disputed items on a job-decision basis.

In any case in which this procedure for a locality decision is invoked by the Joint Board, a ten-day notice of hearing shall be furnished to the affected International Unions and the affected stipulated local contractors' association and affected signatory national contractors' association. The requirements of Paragraph B(12) shall also apply to locality decisions rendered under this Paragraph D.

E. *Compliance Procedure.*

1. When the Joint Board or the Chairman has requested a General President of an International Union to return members to work in a jurisdictional dispute in accordance with the procedural rules of the Joint Board and such members have not been returned to work, or when the Joint Board has rendered a job decision or taken other action and the General President of an International Union or a contractor has not complied with the job decision or action, then the Joint Board in its discretion may invoke the following compliance procedures:

(a) The Joint Board shall request the labor organization or the contractor to show cause at a specified future date, ordinarily one week, why the Joint Board should not find such Inter-

national Union or contractor in noncompliance.

(b) If at the expiration of the specified time period, the union or the contractor has not complied or shown good cause for noncompliance, then the Joint Board shall declare the contractor or the International Union in noncompliance.

(c) When the Joint Board has declared an International Union to be in noncompliance, the Joint Board shall continue to examine cases involving such trade. Job decisions which otherwise would be decided against such trade shall continue to be issued. However, no job decision in any case decided in favor of a trade declared to be in noncompliance shall be issued pending compliance.

(d) When the Joint Board has declared a contractor to be in noncompliance, the Joint Board shall notify the appropriate contractors' association, if any, and such association shall use its authority and influence to secure prompt compliance. Withdrawal from an association does not relieve a contractor of his responsibility and obligation. When a contractor has failed to comply with a job decision or other action of the Joint Board, the contractor shall be directed by the Joint Board to comply with the action or job decision, as required by his stipulation or agreement.

ESTABLISHMENT OF NEW NATIONAL DECISIONS OF RECORD

1. A request for a national decision in a jurisdictional dispute may be filed with the

Appeals Board by any of the International Unions affiliated with the Building and Construction Trades Department or a national participating employers' association. A Hearings Panel shall then be established under Article III, Section 2-4 of the agreement.

2. The Joint Board may at its discretion direct the establishment of a Hearings Panel to establish a national decision in a jurisdictional issue.

3. All General Presidents of National and International Unions affiliated with the Department and all signatory contractors' organizations shall be notified of the establishment of a Hearings Panel and the issue to be considered. All interested parties shall be permitted to intervene.

4. The Hearings Panel shall make every effort to reach a unanimous decision.

5. The national decision rendered by a Hearings Panel shall be promptly complied with by all parties to the agreement.

STATEMENT OF POLICY REGARDING JOINT BOARD DIRECTIVES

The Procedural Rules and Regulations of the National Joint Board provide for the settlement of a jurisdictional dispute on a specific job by agreement or understanding between the International Unions involved. The rules also contemplate that an assignment of work may be changed by the responsible contractor to conform to the terms of same upon notifica-

tion by the Joint Board. Such notification shall be made by means of a directive sent to the responsible contractor(s) by the Chairman of the Joint Board.

In order to give effect to the procedure set forth above, and before a directive may be sent to the affected contractor(s) by the Chairman of the Joint Board, the International Unions involved shall submit for the records of the Joint Board the following information:

I. The date and place of any meeting(s) held in an attempt to settle the jurisdictional dispute and names and affiliations of those present at the meeting(s). A statement of the exact terms of the agreement or understanding reached and jointly signed by authorized representatives of each of the International Unions involved. If separate communications are submitted by the parties, the terms of the agreement or understanding must be identical in each communication. If variations are found, the parties shall be required to reconcile any such differences, and confirm same in writing, before a directive to the contractor(s) is sent by the Chairman.

II. A statement regarding the notification to the responsible contractor(s) of the agreement or understanding reached. If the contractor(s) or representative of same had not been present at the meeting(s), was he furnished with a copy of the agreement or understanding reached? If objection to agreement or

understanding was made by contractor(s) or representative, the nature of the objection must be stated.

III. A copy of the notice or instruction with respect to the agreement or understanding reached as sent by the International Unions to the local unions involved.

In accordance with the Procedural Rules of the Joint Board all directives from Chairman shall be complied with by the affected contractor(s) unless, and within twenty-four hours following receipt of such directive, the contractor notifies the Joint Board that he elects not to comply with the directives and requests that the jurisdictional dispute be processed for a job decision by the Joint Board. Such decision shall be made forthwith on the merits of the case.

Effect of Appeal to the Appeals Board

When an appeal is taken to the Appeals Board from a job decision or interpretation of the Joint Board, such job decision or interpretation shall not take effect until the Appeals Board has acted. If the Joint Board decision or interpretation is modified or reversed, the parties to this Agreement shall immediately comply with the Appeals Board action.

The provisions of Paragraph B(9) (Page 14) and E (Pages 19-20) shall apply to decisions of the Appeals Board in the same manner as they apply to job decisions of the Joint Board.

APPEALS BOARD
STATEMENT OF PROCEDURES

The revised machinery for the settlement of jurisdictional disputes in the building and construction industry, as incorporated in the agreement effective April 3, 1970, provides for the establishment of an Appeals Board. Article II, Section 5 states in part:

> "The Appeals Board is empowered to review and decide any appeal from a decision or ruling of the National Joint Board or a Local Board recognized under Article IV [New York, Chicago and Boston] and such decision of the Appeals Board shall be final. The jurisdiction of the Appeals Board shall be discretionary and it is authorized, subject to the approval of the Joint Negotiating Committee, to prescribe rules as to the types of cases which it will accept for review. No decision of the Appeals Board shall be considered as part of the record referred to in Article III, Sec. 1(c) of this plan. The Appeals Board shall have the authority, subject to the approval of the Joint Negotiating Committee, to establish such procedural regulations as may be required for the effective administration of this appeals procedure. . . ."

The revised procedural rules and regulations of the National Joint Board for the Settlement of Jurisdictional Disputes, as approved by the Joint Negotiating Committee, contain the following section entitled "Effect of Appeal to the Appeals Board":

"When an appeal is taken to the Appeals Board from a job decision or interpretation of the Joint Board, such job decision or interpretation shall not take effect until the Appeals Board has acted. If the Joint Board decision or interpretation is modified or reversed, the parties to this Agreement shall immediately comply with the Appeals Board action."

APPEALS BOARD PROCEDURAL REGULATIONS

The Appeals Board cannot anticipate at the outset of its operations the full range of procedural questions that may arise in carrying out its functions under the revised plan for the settlement of jurisdictional disputes. Subject to the approval of the Joint Negotiating Committee, the Appeals Board presents hereinafter a preliminary statement of its procedural regulations with the understanding that they shall be reviewed and revised in the light of experience, but only in keeping with the plan.

1. No request for consideration of an appeal from a job decision of the National Joint Board or from a recognized plan for local settlement (New York, Chicago and Boston) made after April 1, 1965 may be filed with the Appeals Board while a request for reconsideration or clarification is pending before the National Joint Board or the machinery of such recognized local plan. An appeal may be filed from a job decision or a decision on a request for reconsideration, clarification or a decision fol-

lowing an oral hearing. Parties may not have proceedings in process in the same case in both the Appeals Board and the National Joint Board or a recognized local board.

2. A request to consider an appeal may be filed with the Appeals Board by the following parties:

(a) International unions involved

(b) Contractors involved or directly affected

(c) National contractor associations with members involved or directly affected

3. A request to consider an appeal shall be filed in writing with the Appeals Board, Plan for Settlement of Jurisdictional Disputes, Building and Construction Industry. The address is 1012 14th St., N.W., Washington, D. C. 20005. Tel. ST 3-0040 (Room 1104).

(a) Any request to consider an appeal from the National Joint Board must be filed no later than three (3) working days after the date of the letter transmitting the decision to the affected parties. Such request shall include a copy of the decision from which an appeal is requested, a statement of the facts and a description of the work operation, with a statement of the reasons for the appeal. (The full file of the National Joint Board shall be available to the Appeals Board.)

(b) Any request to consider an appeal from a recognized plan for local settlement (New York, Chicago and Boston) must be filed no later than five (5) working days after the date of the letter transmitting the decision to the affected parties. Such request shall

include a copy of the decision from which an appeal is requested, a statement of the facts and a description of the work operation, with a statement of the reasons for the appeal.

(c) Any party filing a request to consider an appeal from either the National Joint Board or a recognized plan for local settlement shall file concurrently a copy of such appeal by wire with each of the (other) contractors involved and each of the (other) unions involved. In this way all interested parties will have simultaneous notice of the appeal. In appeals from Local Board and Joint Board decisions, supporting documents may be forwarded to the Appeals Board by mailing same within one working day after the expiration of the appropriate appeal period.

4. In the case of any petition for an appeal filed from a decision of a recognized local board (New York, Chicago and Boston) the decision of such local board shall be placed into effect before the request for consideration of an appeal is filed. A request to consider an appeal from a decision of the National Joint Board constitutes a stay of such decision.

5. The Appeals Board shall promptly review any request to consider an appeal. It may or may not seek the views of the other involved parties before deciding whether or not to consider the appeal. The plan specifically provides that "the jurisdiction of the Appeals Board shall be discretionary. . . ." If the Appeals Board rejects the consideration of the appeal, the decision of the National Joint Board shall